

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

AMENDMENT NO. 1 TO

Form S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in Its Charter)

(For Co-Registrants, Please See Table of Other Registrants on the Following Page)

Delaware
*(State or Other Jurisdiction of
Incorporation or Organization)*

4953
*(Primary Standard Industrial
Classification Code Number)*

65-0716904
*(I.R.S. Employer
Identification No.)*

Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054
(480) 627-2700

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Michael P. Rissman, Esq.
Republic Services, Inc.
Executive Vice President,
General Counsel and Secretary
18500 North Allied Way 85054
Phoenix, Arizona 85054
(480) 627-2700

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

With a copy to:
Jodi A. Simala, Esq.
Mayer Brown LLP
71 S. Wacker Drive
Chicago, Illinois 60606
(312) 782-0600

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(2)
5.00% Notes due 2020	\$850,000,000	100%	\$850,000,000	\$60,605
Guarantees of 5.00% Notes due 2020	None	None	None	None(3)
5.25% Notes due 2021	\$600,000,000	100%	\$600,000,000	\$42,780
Guarantees of 5.25% Notes due 2021	None	None	None	None(3)
5.50% Notes due 2019	\$650,000,000	100%	\$650,000,000	\$46,345
Guarantees of 5.50% Notes due 2019	None	None	None	None(3)
6.20% Notes due 2040	\$650,000,000	100%	\$650,000,000	\$46,345
Guarantees of 6.20% Notes due 2040	None	None	None	None(3)

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f)(1) under the Securities Act of 1933, as amended.

(2) These fees were previously paid with the original filing of this Registration Statement.

(3) No further fee is payable pursuant to Rule 457(n) under the Securities Act of 1933, as amended.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF OTHER REGISTRANTS

The Address, Including Zip Code, and Telephone Number, Including Area Code, of each Co-Registrant's Principal Executive Offices is 18500 North Allied Way Phoenix, AZ 85054, (480) 627-2700.

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Alabama Recycling Services, Inc.	Alabama	63-1125333
Autauga County Landfill, LLC	Alabama	87-0708224
GEK, Inc.	Alabama	63-1059042
Allied Waste Industries (Arizona), Inc.	Arizona	76-0353315
Allied Waste Industries (Southwest), Inc.	Arizona	86-0834266
Allied Waste Systems of Arizona, LLC	Arizona	20-4754255
Apache Junction Landfill Corporation	Arizona	86-0807383
Cactus Waste Systems, LLC	Arizona	74-0193806
Central Arizona Transfer, Inc.	Arizona	20-3469072
Mesa Disposal, Inc.	Arizona	86-0641823
Midway Development Company, Inc.	Arizona	20-1234650
Pinal County Landfill Corp.	Arizona	86-0834267
Republic Services of Arizona Hauling, LLC	Arizona	65-0872472
Summit Waste Systems, Inc.	Arizona	86-0940236
Tri-State Refuse Corporation	Arizona	86-0205736
A D A J Corporation	California	95-3996398
Allied Waste of California, Inc.	California	86-0841277
Allied Waste Transfer Services of California, LLC	California	20-4735721
Atlas Transport, Inc.	California	95-2454199
Bay Collection Services, Inc.	California	68-0423276
Bay Environmental Management, Inc.	California	94-2547085
Bay Landfills, Inc.	California	68-0423275
Bay Leasing Company, Inc.	California	68-0206342
Berkeley Sanitary Service, Inc.	California	68-0205653
BLT Enterprises of Oxnard, Inc.	California	77-0404336
Borrego Landfill, Inc.	California	33-0777844
Browning-Ferris Industries of California, Inc.	California	95-2772010
Charter Evaporation Resource Recovery Systems	California	68-0195486
Crockett Sanitary Service, Inc.	California	68-0395297
Delta Container Corporation	California	94-1751866
Delta Paper Stock, Co.	California	94-2523340
Elder Creek Transfer & Recovery, Inc.	California	68-0461018
Forward, Inc.	California	94-1544481
Golden Bear Transfer Services, Inc.	California	20-1197062
Imperial Landfill, Inc.	California	86-0972399
Independent Trucking Company	California	94-1752713
International Disposal Corp. of California	California	94-2229685

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Keller Canyon Landfill Company	California	77-0222614
La Cañada Disposal Company, Inc.	California	95-4108930
Lathrop Sunrise Sanitation Corporation	California	68-0349203
Oceanside Waste & Recycling Services	California	95-4516562
Otay Landfill, Inc.	California	33-0777847
Palomar Transfer Station, Inc.	California	33-0777845
Perdomo & Sons, Inc.	California	95-2759289
Ramona Landfill, Inc.	California	33-0777841
RI/Alameda Corp.	California	65-1049389
Richmond Sanitary Service, Inc.	California	68-0204974
San Diego Landfill Systems, LLC	California	20-2391637
San Marcos NCRRF, Inc.	California	33-0777842
Solano Garbage Company	California	94-2537922
Sunrise Sanitation Service, Inc.	California	94-2737713
Sunset Disposal Service, Inc.	California	94-2449716
Sycamore Landfill, Inc.	California	33-0777839
West Contra Costa Energy Recovery Company	California	68-0050806
West Contra Costa Sanitary Landfill, Inc.	California	68-0206389
West County Landfill, Inc.	California	68-0206346
West County Resource Recovery, Inc.	California	68-0206339
Zakaroff Services	California	95-3941388
Allied Waste Systems of Colorado, LLC	Colorado	20-4911774
Bunting Trash Service, Inc.	Colorado	84-0744234
Denver RL North, Inc.	Colorado	86-1005476
Frontier Waste Services (Colorado), LLC	Colorado	91-2121802
Republic Services of Colorado Hauling, LLC	Colorado	65-0872366
Republic Services of Colorado I, LLC	Colorado	65-0872372
Abilene Landfill TX, LP	Delaware	26-0015748
Allied Enviroengineering, Inc.	Delaware	76-0294430
Allied Gas Recovery Systems, L.L.C.	Delaware	86-0912667
Allied Green Power, Inc.	Delaware	59-3771629
Allied Nova Scotia, Inc.	Delaware	86-0898257
Allied Services, LLC	Delaware	86-0897719
Allied Waste Alabama, Inc.	Delaware	86-0836214
Allied Waste Company, Inc.	Delaware	76-0294431
Allied Waste Environmental Management Group, LLC	Delaware	20-4987213
Allied Waste Holdings (Canada) Ltd.	Delaware	86-0911064
Allied Waste Industries, Inc.	Delaware	88-0228636
Allied Waste Landfill Holdings, Inc.	Delaware	52-2044846
Allied Waste North America, Inc.	Delaware	86-0843596
Allied Waste of New Jersey-New York, LLC	Delaware	86-0911491
Allied Waste Recycling Services of New Hampshire, LLC	Delaware	20-5406806
Allied Waste Rural Sanitation, Inc.	Delaware	91-1886463

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Allied Waste Services of Colorado, Inc.	Delaware	26-1208222
Allied Waste Services of North America, LLC	Delaware	20-1838910
Allied Waste Sycamore Landfill, LLC	Delaware	30-0076497
Allied Waste Systems Holdings, Inc.	Delaware	59-2068174
Allied Waste Systems of Indiana, LLC	Delaware	20-8044243
Allied Waste Systems, Inc.	Delaware	36-2750252
Allied Waste Transfer Services of Arizona, LLC	Delaware	20-5130289
Allied Waste Transfer Services of Rhode Island, LLC	Delaware	20-5046235
Allied Waste Transportation, Inc.	Delaware	52-2044848
American Disposal Services of Illinois, Inc.	Delaware	13-3831976
American Disposal Services of New Jersey, Inc.	Delaware	36-4229718
American Disposal Services of West Virginia, Inc.	Delaware	36-4206387
American Disposal Services, Inc.	Delaware	13-3858494
American Disposal Transfer Services of Illinois, Inc.	Delaware	36-4210454
Anson County Landfill NC, LLC	Delaware	52-2044849
Ariana, LLC	Delaware	65-0886342
Attwoods of North America, Inc.	Delaware	98-0066273
AWIN Leasing Company, Inc.	Delaware	76-0351502
AWIN Management, Inc.	Delaware	76-0353318
BBCO, Inc.	Delaware	20-2103652
BFGSI, L.L.C.	Delaware	—
BFI Atlantic, Inc.	Delaware	76-0367890
BFI Energy Systems of Albany, Inc.	Delaware	76-0293880
BFI Energy Systems of Delaware County, Inc.	Delaware	76-0489490
BFI Energy Systems of Hempstead, Inc.	Delaware	76-0167169
BFI Energy Systems of Niagara II, Inc.	Delaware	86-0997176
BFI Energy Systems of Niagara, Inc.	Delaware	76-0346826
BFI Energy Systems of SEMASS, Inc.	Delaware	76-0489491
BFI Energy Systems of Southeastern Connecticut, Inc.	Delaware	76-0293894
BFI Energy Systems of Southeastern Connecticut, Limited Partnership	Delaware	76-0353600
BFI International, Inc.	Delaware	98-0055699
BFI REF-FUEL, INC.	Delaware	76-0293907
BFI Trans River (GP), Inc.	Delaware	76-0490105
BFI Transfer Systems of Alabama, LLC	Delaware	86-1024458
BFI Transfer Systems of DC, LLC	Delaware	—
BFI Transfer Systems of Georgia, LLC	Delaware	86-1024457
BFI Transfer Systems of Maryland, LLC	Delaware	86-1026339
BFI Transfer Systems of Mississippi, LLC	Delaware	86-1026340
BFI Transfer Systems of Texas, LP	Delaware	86-1024535
BFI Transfer Systems of Virginia, LLC	Delaware	86-1024453
BFI Waste Services of Indiana, LP	Delaware	86-1024528
BFI Waste Services of Tennessee, LLC	Delaware	—

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
BFI Waste Services of Texas, LP	Delaware	86-1024527
BFI Waste Services, LLC	Delaware	86-1006825
BFI Waste Systems of Alabama, LLC	Delaware	86-1024529
BFI Waste Systems of Arkansas, LLC	Delaware	86-1024531
BFI Waste Systems of Georgia, LLC	Delaware	86-1024530
BFI Waste Systems of Indiana, LP	Delaware	86-1024534
BFI Waste Systems of Kentucky, LLC	Delaware	86-1024543
BFI Waste Systems of Louisiana, LLC	Delaware	86-1024541
BFI Waste Systems of Mississippi, LLC	Delaware	86-1024539
BFI Waste Systems of Missouri, LLC	Delaware	86-1024540
BFI Waste Systems of North America, LLC	Delaware	41-1696636
BFI Waste Systems of North Carolina, LLC	Delaware	86-1024538
BFI Waste Systems of South Carolina, LLC	Delaware	—
BFI Waste Systems of Tennessee, LLC	Delaware	86-1024463
BFI Waste Systems of Virginia, LLC	Delaware	86-1024461
Blue Ridge Landfill TX, LP	Delaware	86-1024533
Bond County Landfill, Inc.	Delaware	86-0968446
Brenham Total Roll-Offs, LP	Delaware	86-1038622
Bridgeton Landfill, LLC	Delaware	86-0898487
Bridgeton Transfer Station, LLC	Delaware	42-1583102
Browning-Ferris Financial Services, Inc.	Delaware	76-0485106
Browning-Ferris Industries of Florida, Inc.	Delaware	74-1819238
Browning-Ferris Industries of Illinois, Inc.	Delaware	31-1697534
Browning-Ferris Industries of Ohio, Inc.	Delaware	74-6186941
Browning-Ferris Industries, LLC	Delaware	74-1673682
Browning-Ferris Services, Inc.	Delaware	90-0112928
Brunswick Waste Management Facility, LLC	Delaware	86-0898494
Butler County Landfill, LLC	Delaware	86-0898479
Camelot Landfill TX, LP	Delaware	86-0913826
CC Landfill, Inc.	Delaware	86-0930050
Cefe Landfill TX, LP	Delaware	20-2761828
Chilton Landfill, LLC	Delaware	86-0979028
Cocopah Landfill, Inc.	Delaware	86-0979654
Compactor Rental Systems of Delaware, Inc.	Delaware	65-0723614
Consolidated Disposal Service, L.L.C.	Delaware	65-0844469
Continental Waste Industries, L.L.C.	Delaware	11-2909512
Copper Mountain Landfill, Inc.	Delaware	86-0980013
County Disposal (Ohio), Inc.	Delaware	13-3831975
County Disposal, Inc.	Delaware	13-3831974
County Landfill, Inc.	Delaware	13-3850472
Courtney Ridge Landfill, LLC	Delaware	86-0979799
Crow Landfill TX, L.P.	Delaware	52-2044854
D & L Disposal, L.L.C.	Delaware	37-1355114

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
East Chicago Compost Facility, Inc.	Delaware	26-3472299
E Leasing Company, LLC	Delaware	86-1013760
ECDC Environmental of Humboldt County, Inc.	Delaware	91-1901449
ECDC Holdings, Inc.	Delaware	86-0897722
Ellis County Landfill TX, LP	Delaware	52-2044857
Ellis Scott Landfill MO, LLC	Delaware	52-2044859
Environmental Development Corp.	Delaware	35-1783546
Envirotech, Inc.	Delaware	36-3485658
Envotech-Illinois L.L.C.	Delaware	37-1355113
Evergreen Scavenger Service, Inc.	Delaware	36-4179870
Evergreen Scavenger Service, L.L.C.	Delaware	36-4172002
Forest View Landfill, LLC	Delaware	86-0979824
Fort Worth Landfill TX, LP	Delaware	86-0899429
Galveston County Landfill TX, LP	Delaware	26-0015758
General Refuse Rolloff Corp.	Delaware	52-2093347
Georgia Recycling Services, Inc.	Delaware	58-2178434
Giles Road Landfill TX, LP	Delaware	20-3365888
Golden Triangle Landfill TX, LP	Delaware	26-0015711
Great Lakes Disposal Service, Inc.	Delaware	36-2642310
Great Plains Landfill OK, LLC	Delaware	52-2044861
Greenwood Landfill TX, LP	Delaware	91-2098721
Gulf West Landfill TX, LP	Delaware	26-0015867
H Leasing Company, LLC	Delaware	86-1013761
Itasca Landfill TX, LP	Delaware	26-0015841
Jefferson City Landfill, LLC	Delaware	86-0898553
Kandel Enterprises, LLC	Delaware	26-1602664
Kerrville Landfill TX, LP	Delaware	26-0015826
Lee County Landfill SC, LLC	Delaware	52-2044865
Lemons Landfill, LLC	Delaware	86-0898495
Lewisville Landfill TX, LP	Delaware	26-0015695
Liberty Waste Holdings, Inc.	Delaware	52-2049620
Liberty Waste Services Limited, L.L.C.	Delaware	34-1812746
Liberty Waste Services of McCook, L.L.C.	Delaware	23-2883645
Little Creek Landing, LLC	Delaware	68-0562490
Local Sanitation of Rowan County, L.L.C.	Delaware	61-1342580
Lucas County Land Development, Inc.	Delaware	86-1042740
Mars Road TX, LP	Delaware	20-3905016
McCarty Road Landfill TX, LP	Delaware	26-0015687
Mesquite Landfill TX, LP	Delaware	86-0897693
Mexia Landfill TX, LP	Delaware	26-0015674
Mountain Home Disposal, Inc.	Delaware	94-3284171
N Leasing Company, LLC	Delaware	86-1013762
NationsWaste, Inc.	Delaware	25-1774253

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Ncorp, Inc.	Delaware	86-1013502
New York Waste Services, LLC	Delaware	86-1005076
Northeast Landfill, LLC	Delaware	72-1564964
Ohio Republic Contracts, II, Inc.	Delaware	65-1024354
Ottawa County Landfill, Inc.	Delaware	59-2068171
Packerton Land Company, L.L.C.	Delaware	23-2930927
Panama Road Landfill, TX, L.P.	Delaware	86-1036043
Pine Hill Farms Landfill TX, LP	Delaware	86-0899426
Pinecrest Landfill OK, LLC	Delaware	52-2044866
Pleasant Oaks Landfill TX, LP	Delaware	91-1927530
Polk County Landfill, LLC	Delaware	86-1036041
Republic Services Financial LP, Inc.	Delaware	65-1008378
Republic Services Financial, Limited Partnership	Delaware	65-1008373
Republic Services Group, LLC	Delaware	65-0984987
Republic Services Holding Company, Inc.	Delaware	65-0984982
Republic Services of California Holding Company, Inc.	Delaware	65-0984976
Republic Services of California II, LLC	Delaware	65-0872373
Republic Services of Florida GP, Inc.	Delaware	65-0963062
Republic Services of Florida LP, Inc.	Delaware	65-0963063
Republic Services of Florida, Limited Partnership	Delaware	65-0965470
Republic Services of Georgia GP, LLC	Delaware	65-0963065
Republic Services of Georgia LP, LLC	Delaware	65-0963064
Republic Services of Georgia, Limited Partnership	Delaware	65-0965473
Republic Services of Indiana LP, Inc.	Delaware	65-1012407
Republic Services of Indiana Transportation, LLC	Delaware	06-1642141
Republic Services of Indiana, Limited Partnership	Delaware	65-1012411
Republic Services of Michigan Holding Company, Inc.	Delaware	65-0984978
Republic Services of New Jersey, LLC	Delaware	65-1050939
Republic Services of Pennsylvania, LLC	Delaware	65-1012129
Republic Services of South Carolina, LLC	Delaware	65-1023675
Republic Services of Southern California, LLC	Delaware	65-1242656
Republic Services of Wisconsin GP, LLC	Delaware	65-0984993
Republic Services of Wisconsin LP, LLC	Delaware	65-0984994
Republic Services of Wisconsin, Limited Partnership	Delaware	65-0984991
Republic Services Vasco Road, LLC	Delaware	65-0936716
Republic Waste Services of Southern California, LLC	Delaware	65-0845646
Republic Waste Services of Texas GP, Inc.	Delaware	65-0964350
Republic Waste Services of Texas LP, Inc.	Delaware	65-0963006
Rio Grande Valley Landfill TX, LP	Delaware	26-0015192
Risk Services, Inc.	Delaware	76-0162247
RITM, LLC	Delaware	51-0345295
Royal Oaks Landfill TX, LP	Delaware	91-2098725
Rubbish Control, LLC	Delaware	65-0844465

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
RWS Transport, L.P.	Delaware	27-0061136
S Leasing Company, LLC	Delaware	86-1013763
Sand Valley Holdings, L.L.C.	Delaware	51-0391894
Sangamon Valley Landfill, Inc.	Delaware	86-0970304
Show-Me Landfill, LLC	Delaware	86-0898621
Southeast Landfill, LLC	Delaware	86-0898482
Southwest Landfill TX, LP	Delaware	26-0015177
Standard Waste, Inc.	Delaware	37-1049834
Taylor Ridge Landfill, Inc.	Delaware	86-0970061
Tennessee Union County Landfill, Inc.	Delaware	86-0980095
Tessman Road Landfill TX, LP	Delaware	20-3365914
Turkey Creek Landfill TX, LP	Delaware	86-0899439
Victoria Landfill TX, LP	Delaware	26-0015157
Wayne County Landfill IL, Inc.	Delaware	52-2044868
Webster Parish Landfill, L.L.C.	Delaware	62-1772690
Whispering Pines Landfill TX, LP	Delaware	26-0015118
Willow Ridge Landfill, LLC	Delaware	86-1004978
Allied Waste Transfer Services of Florida, LLC	Florida	20-3534645
Delta Dade Recycling Corp.	Florida	65-1048925
Delta Resources Corp.	Florida	65-0891249
Delta Site Development Corp.	Florida	65-0936999
Delta Waste Corp.	Florida	65-0919421
Envirocycle, Inc.	Florida	65-0243954
Gulfcoast Waste Service, Inc.	Florida	65-0577644
Manumit of Florida, Inc.	Florida	58-2065448
Republic Services Aviation, Inc.	Florida	65-0959331
Schofield Corporation of Orlando	Florida	59-3047860
Allied Waste Hauling of Georgia, Inc.	Georgia	86-0842495
Allied Waste Industries of Georgia, Inc.	Georgia	86-0842496
Central Virginia Properties, LLC	Georgia	20-0767660
Gateway Landfill, LLC	Georgia	83-0337817
Golden Waste Disposal, Inc.	Georgia	58-1849752
Price & Sons Recycling Company	Georgia	65-0249986
S & S Recycling, Inc.	Georgia	58-2237428
Wayne Developers, LLC	Georgia	26-0637318
Ada County Development Company, Inc.	Idaho	20-0333823
Allied Waste Services of Page, Inc.	Idaho	82-0336097
American Sanitation, Inc.	Idaho	82-0469055
ADS of Illinois, Inc.	Illinois	36-4243045
Allied Waste Industries of Illinois, Inc.	Illinois	36-3915626
Arc Disposal Company, Inc.	Illinois	36-2386793
Area Disposal, Inc.	Illinois	36-3766465
Borrow Pit Corp.	Illinois	—

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Brickyard Disposal & Recycling, Inc.	Illinois	37-0948710
CWI of Illinois, Inc.	Illinois	38-3073435
Environmental Reclamation Company	Illinois	37-1140323
Fred Barbara Trucking Co., Inc.	Illinois	36-3030929
Illinois Landfill, Inc.	Illinois	35-1811975
Illinois Recycling Services, Inc.	Illinois	36-3587447
Illinois Valley Recycling, Inc.	Illinois	36-3754225
Ingrum Waste Disposal, Inc.	Illinois	36-4252595
Kankakee Quarry, Inc.	Illinois	71-0938626
LandComp Corporation	Illinois	36-3813024
Lee County Landfill, Inc.	Illinois	37-1360924
Liberty Waste Services of Illinois, L.L.C.	Illinois	52-1960161
Loop Recycling, Inc.	Illinois	36-3107689
Loop Transfer, Incorporated	Illinois	36-3376490
Northlake Transfer, Inc.	Illinois	20-1513744
RCS, Inc.	Illinois	37-1270589
Roxana Landfill, Inc.	Illinois	43-1352176
Saline County Landfill, Inc.	Illinois	37-1208674
Shred — All Recycling Systems Inc.	Illinois	36-3583146
Southern Illinois Regional Landfill, Inc.	Illinois	22-3032671
Streator Area Landfill, Inc.	Illinois	36-3207276
Suburban Transfer, Inc.	Illinois	36-4048153
Suburban Warehouse, Inc.	Illinois	36-3714060
Tri-State Recycling Services, Inc.	Illinois	36-3768524
Upper Rock Island County Landfill, Inc.	Illinois	36-3159198
Agricultural Acquisitions, LLC	Indiana	20-5469750
Allied Waste Industries of Northwest Indiana, Inc.	Indiana	86-0807381
Benton County Development Company	Indiana	45-0527882
Clinton County Landfill Partnership	Indiana	20-0836700
County Line Landfill Partnership	Indiana	86-0900027
DTC Management, Inc.	Indiana	35-2090758
Illiana Disposal Partnership	Indiana	86-0900028
Jasper County Development Company Partnership	Indiana	—
Key Waste Indiana Partnership	Indiana	86-0900031
Lake County C & D Development Partnership	Indiana	86-1007828
Newton County Landfill Partnership	Indiana	86-0899962
Springfield Environmental General Partnership	Indiana	91-2078723
Tippecanoe County Waste Services Partnership	Indiana	20-1305645
Warrick County Development Company	Indiana	20-1429593
Wastehaul, Inc.	Indiana	35-1616387
Allied Waste Transfer Services of Iowa, LLC	Iowa	20-2721565
Jetter Disposal, Inc.	Iowa	36-4221455
American Disposal Services of Kansas, Inc.	Kansas	48-0841017

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Resource Recovery, Inc.	Kansas	48-1034034
Sunset Disposal, Inc.	Kansas	48-0915496
Benson Valley Landfill General Partnership	Kentucky	20-3351757
Blue Ridge Landfill General Partnership	Kentucky	91-2079015
Green Valley Landfill General Partnership	Kentucky	91-2078719
Morehead Landfill General Partnership	Kentucky	—
Republic Services of Kentucky, LLC	Kentucky	65-0972931
Crescent Acres Landfill, LLC	Louisiana	20-3620449
Frontier Waste Services of Louisiana L.L.C.	Louisiana	—
Jefferson Parish Development Company, LLC	Louisiana	20-3590498
St. Bernard Parish Development Company, LLC	Louisiana	20-3590527
Browning-Ferris, Inc.	Maryland	74-1990096
Calvert Trash Systems, Incorporated	Maryland	52-1701593
Honeygo Run Reclamation Center, Inc.	Maryland	52-1781270
Prince George's County Landfill, LLC	Maryland	68-0564610
Allied Acquisition Two, Inc.	Massachusetts	—
Allied Waste Services of Massachusetts, LLC	Massachusetts	86-1024452
Atlantic Waste Holding Company, Inc.	Massachusetts	42-1548814
BFI Transfer Systems of Massachusetts, LLC	Massachusetts	86-1024454
BFI Waste Systems of Massachusetts, LLC	Massachusetts	86-1024544
Browning-Ferris Industries, Inc.	Massachusetts	04-1254350
F. P. McNamara Rubbish Removal, Inc.	Massachusetts	04-2400121
Vining Disposal Service, Inc.	Massachusetts	04-2534061
Adrian Landfill, Inc.	Michigan	38-1799679
Allied Waste Systems of Michigan, LLC	Michigan	20-3358409
C & C Expanded Sanitary Landfill, LLC	Michigan	20-2540046
Central Sanitary Landfill, Inc.	Michigan	38-2917813
Citizens Disposal, Inc.	Michigan	38-2521526
City-Star Services, Inc.	Michigan	38-1841203
Clarkston Disposal, Inc.	Michigan	38-2872489
Dinverno, Inc.	Michigan	38-2318347
Eagle Industries Leasing, Inc.	Michigan	38-3188507
FLL, Inc.	Michigan	38-2679508
G. Van Dyken Disposal Inc.	Michigan	38-2998205
Harland's Sanitary Landfill, Inc.	Michigan	38-2016636
Oakland Heights Development, Inc.	Michigan	38-2388322
Reliable Disposal, Inc.	Michigan	38-2301483
Republic Services of Michigan Hauling, LLC	Michigan	65-0872289
Republic Services of Michigan I, LLC	Michigan	65-0872399
Republic Services of Michigan II, LLC	Michigan	65-0872398
Republic Services of Michigan III, LLC	Michigan	65-0872397
Republic Services of Michigan IV, LLC	Michigan	65-0872396
Republic Services of Michigan V, LLC	Michigan	65-0872395

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Royal Holdings, Inc.	Michigan	38-3244832
Sanitary Disposal Service, Inc.	Michigan	38-2283539
Sauk Trail Development, Inc.	Michigan	38-2489474
Standard Disposal Services, Inc.	Michigan	38-2261256
Standard Environmental Services, Inc.	Michigan	38-3353218
Tay-Ban Corporation	Michigan	38-2605338
Tri-County Refuse Service, Inc.	Michigan	38-3293469
Woodlake Sanitary Service, Inc.	Minnesota	41-0673360
Hancock County Development Company, LLC	Mississippi	20-3546528
Harrison County Landfill, LLC	Mississippi	72-1569826
Jackson County Landfill, LLC	Mississippi	86-1055245
Mississippi Waste Paper Company	Mississippi	64-0817153
Autoshred, Inc.	Missouri	43-1030222
Belleville Landfill, Inc.	Missouri	37-1037997
CWI of Missouri, Inc.	Missouri	43-1527951
Missouri City Landfill, LLC	Missouri	47-0921988
Rock Road Industries, Inc.	Missouri	43-1509575
St. Joseph Landfill, LLC	Missouri	20-1475879
Tate's Transfer Systems, Inc.	Missouri	43-1587860
Thomas Disposal Service, Inc.	Missouri	43-1058393
Allied Waste Systems of Montana, LLC	Montana	20-4777694
Oscar's Collection System of Fremont, Inc.	Nebraska	47-0756617
Browning-Ferris Industries Chemical Services, Inc.	Nevada	74-1362353
Republic Dumpco, Inc.	Nevada	65-0772299
Republic Environmental Technologies, Inc.	Nevada	65-0768398
Republic Silver State Disposal, Inc.	Nevada	65-0768402
Allied Transfer Systems of New Jersey, LLC	New Jersey	86-0982078
Allied Waste of New Jersey, Inc.	New Jersey	22-3525350
Allied Waste Systems of New Jersey, LLC	New Jersey	86-0982077
American Materials Recycling Corp.	New Jersey	22-3211753
Automated Modular Systems, Inc.	New Jersey	22-2830098
BFI Energy Systems of Essex County, Inc.	New Jersey	76-0167158
BFI Transfer Systems of New Jersey, Inc.	New Jersey	22-3308380
BFI Waste Systems of New Jersey, Inc.	New Jersey	22-1755133
Browning-Ferris Industries of New Jersey, Inc.	New Jersey	22-2095920
Louis Pinto & Son, Inc., Sanitation Contractors	New Jersey	22-1947106
Newco Waste Systems of New Jersey, Inc.	New Jersey	16-1188724
Tom Luciano's Disposal Service, Inc.	New Jersey	22-2035629
Total Solid Waste Recyclers, Inc.	New Jersey	22-2647500
Allied Waste Industries (New Mexico), Inc.	New Mexico	85-0444394
Allied Waste Niagara Falls Landfill, LLC	New York	20-4809296
Allied Waste of Long Island, Inc.	New York	86-0896185
Allied Waste Transfer Services of New York, LLC	New York	20-3651091

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
American Transfer Company, Inc.	New York	11-3189094
Browning-Ferris Industries of New York, Inc.	New York	14-1496692
CECOS International, Inc.	New York	16-1069544
Island Waste Services Ltd.	New York	11-2815030
Menands Environmental Solutions, LLC	New York	20-1644884
Tricil (N.Y.), Inc.	New York	16-0875255
Waste Services of New York, Inc.	New York	22-3515302
Wayne County Land Development, LLC	New York	20-1687434
Allied Waste Systems of North Carolina, LLC	North Carolina	20-3626667
Allied Waste Transfer Services of North Carolina, LLC	North Carolina	20-3147983
Lake Norman Landfill, Inc.	North Carolina	56-2076617
Republic Services of North Carolina, LLC	North Carolina	65-0972930
Republic Services Real Estate Holding, Inc.	North Carolina	65-1024362
Allied Waste Transfer Services of Lima, LLC	Ohio	20-3880719
AWIN Leasing II, LLC	Ohio	86-1015694
Carbon Limestone Landfill, LLC	Ohio	20-2059890
Celina Landfill, Inc.	Ohio	31-0813291
Cherokee Run Landfill, Inc.	Ohio	31-1061009
County Environmental Landfill, LLC	Ohio	20-2060052
County Land Development Landfill, LLC	Ohio	20-2059973
Dempsey Waste Systems II, Inc.	Ohio	91-2094398
General Refuse Service of Ohio, L.L.C.	Ohio	—
Lorain County Landfill, LLC	Ohio	20-2059931
Lucas County Landfill, LLC	Ohio	20-2060013
Noble Road Landfill, Inc.	Ohio	34-1625432
Ohio Republic Contracts, Inc.	Ohio	65-1024359
Port Clinton Landfill, Inc.	Ohio	20-1095124
Preble County Landfill, Inc.	Ohio	81-0579596
R.C. Miller Enterprises, Inc.	Ohio	34-1727361
R.C. Miller Refuse Service Inc.	Ohio	34-1041193
Republic Ohio Contracts, LLC	Ohio	—
Republic Services of Ohio Hauling, LLC	Ohio	65-0872369
Republic Services of Ohio I, LLC	Ohio	65-0872405
Republic Services of Ohio II, LLC	Ohio	65-0872404
Republic Services of Ohio III, LLC	Ohio	65-0872403
Republic Services of Ohio IV, LLC	Ohio	65-0872402
Ross Bros. Waste & Recycling Co.	Ohio	31-1362843
The Ecology Group, Inc.	Ohio	31-1370194
Williams County Landfill Inc.	Ohio	34-1167514
ADS, Inc.	Oklahoma	73-1379293
Allied Waste Services of Stillwater, Inc.	Oklahoma	73-1286140
American Disposal Services of Missouri, Inc.	Oklahoma	73-1417578
BFI Waste Systems of Oklahoma, LLC	Oklahoma	86-1024464

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Oklahoma City Landfill, L.L.C.	Oklahoma	86-0901510
Pittsburg County Landfill, Inc.	Oklahoma	73-1379294
Agri-Tech, Inc. of Oregon	Oregon	93-0831569
Albany — Lebanon Sanitation, Inc.	Oregon	93-0593828
Allied Waste Transfer Services of Oregon, LLC	Oregon	20-4682479
Bio-Med of Oregon, Inc.	Oregon	93-0666288
Capitol Recycling and Disposal, Inc.	Oregon	93-1197641
Corvallis Disposal Co.	Oregon	93-0422468
Dallas Disposal Co.	Oregon	93-0686961
Grants Pass Sanitation, Inc.	Oregon	93-1149631
Keller Drop Box, Inc.	Oregon	93-0775047
McInnis Waste Systems, Inc.	Oregon	93-1100152
Peltier Real Estate Company	Oregon	93-0622305
Portable Storage Co.	Oregon	93-0677497
Rossman Sanitary Service, Inc.	Oregon	93-0524701
Source Recycling, Inc.	Oregon	93-0676813
United Disposal Service, Inc.	Oregon	93-0625022
Valley Landfills, Inc.	Oregon	93-0623113
Waste Control Systems, Inc.	Oregon	93-0608475
WDTR, Inc.	Oregon	93-0970896
Willamette Resources, Inc.	Oregon	93-0636217
Allied Acquisition Pennsylvania, Inc.	Pennsylvania	52-2038566
Allied Waste Systems of Pennsylvania, LLC	Pennsylvania	86-1020961
BFI Transfer Systems of Pennsylvania, LLC	Pennsylvania	86-1024460
BFI Waste Services of Pennsylvania, LLC	Pennsylvania	86-1020962
Greenridge Reclamation, LLC	Pennsylvania	86-1026336
Greenridge Waste Services, LLC	Pennsylvania	86-1026337
McCusker Recycling, Inc.	Pennsylvania	23-2558840
New Morgan Landfill Company, Inc.	Pennsylvania	23-2645522
Flint Hill Road, LLC	South Carolina	86-1014460
NationsWaste Catawba Regional Landfill, Inc.	South Carolina	58-2376936
Allied Waste Industries of Tennessee, Inc.	Tennessee	62-1589834
Barker Brothers Waste, Incorporated	Tennessee	62-1119788
Browning-Ferris Industries of Tennessee, Inc.	Tennessee	62-0566788
Madison County Development, LLC	Tennessee	20-1187869
Northwest Tennessee Disposal Corporation	Tennessee	22-3091901
Action Disposal, Inc.	Texas	74-2679234
Desarrollo del Rancho La Gloria TX, LP	Texas	81-0636822
El Centro Landfill, L.P.	Texas	75-3088544
Frontier Waste Services, L.P.	Texas	76-0604271
Republic Waste Services of Texas, Ltd.	Texas	65-0963067
South Central Texas Land Co. TX, LP	Texas	81-0363867
Total Roll-Offs, L.L.C.	Texas	74-2895613

Guarantor	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Allied Waste Transfer Services of Utah, Inc.	Utah	20-2298486
ECDC Environmental, L.C.	Utah	87-0507247
Frontier Waste Services (Utah), LLC	Utah	—
Wasatch Regional Landfill, Inc.	Utah	20-0960443
623 Landfill, Inc.	Virginia	59-3800507
Cumberland County Development Company, LLC	Virginia	20-1645866
Obscurity Land Development, LLC	Virginia	20-5046288
Republic Services of Virginia, LLC	Virginia	65-0976277
Rabanco Companies	Washington	91-1312267
Rabanco Recycling, Inc.	Washington	91-1406993
Rabanco, Ltd.	Washington	91-0714701
WJR Environmental, Inc.	Washington	91-1525369
Sandy Hollow Landfill Corp.	West Virginia	22-3017041

EXPLANATORY NOTE

This Amendment No. 1 to the Registration Statement on Form S-4 is being filed for the sole purpose of filing additional exhibits to the registration statement. No other changes have been made to the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note and Part II of the registration statement.

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

The following summary is qualified in its entirety by reference to the complete text of the statutes referred to below and to our Amended and Restated Certificate of Incorporation, as amended (the "Certificate"), and by-laws.

The Certificate provides that we shall indemnify, to the fullest extent permitted by Section 145 of the Delaware General Corporation Law (the "DGCL"), each person who is involved in any litigation or other proceeding because such person is or was a Republic director or officer or was serving at our request as a director, officer, employee or agent of another enterprise, against all expense (including attorney's fees), loss or liability reasonably incurred or suffered in connection therewith. The Certificate provides that a person entitled to indemnification under the Certificate shall be paid expenses incurred in defending any proceeding in advance of its final disposition upon our receipt of an undertaking, by or on behalf of the director or officer, to repay all amounts so advanced if it is ultimately determined that such director or officer is not entitled to indemnification.

Section 145 of the DGCL permits a corporation to indemnify any director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding brought by reason of the fact that such person is or was a director or officer of the corporation, if such person acted in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if he had no reason to believe his conduct was unlawful. In a derivative action (i.e., one brought by or on behalf of the corporation), however, indemnification may be made only for expenses, actually and reasonably incurred by any director or officer in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made if such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the Delaware Court of Chancery or the court in which the action or suit was brought shall determine that the defendant is fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Pursuant to Section 102(b)(7) of the DGCL, the Certificate eliminates the liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liabilities arising (i) from any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) from acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) from any transaction from which the director derived an improper personal benefit.

We may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of Republic or another corporation, partnership, joint venture, trust or other enterprise. Under an insurance policy maintained by us, our directors and officers and the directors and officers of each of the co-registrants are insured, within the limits and subject to the limitations of the policy, against certain expenses in connection with the defense of certain claims, actions, suits or proceedings, and certain liabilities which might be imposed as a result of such claims, actions, suits or proceedings, which may be brought against them by reason of being or having been such directors or officers.

Alabama Registrants:

(a) Alabama Recycling Services, Inc. and GEK, Inc. are incorporated under the laws of Alabama.

Division E of Article 8 of the Alabama Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 10-2B-8.42(d) of the Alabama Business Corporation Act provides that an officer of a corporation shall not be liable for any action taken as an officer or any failure to take any action if such officer performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

The bylaws of each of the Alabama corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Alabama corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the

corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Autauga County Landfill, LLC is organized as a limited liability company under the laws of Alabama.

Section 4 of the Alabama Limited Liability Company Act permits a limited liability company to indemnify and hold harmless any person who is or was a member, manager or employee of the limited liability company under certain circumstances and subject to certain limitations.

The operating agreement of Autauga County Landfill, LLC provides that the company shall defend, indemnify and save harmless its sole member, its sole member's officers and directors, and the officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Arizona Registrants:

(a) Allied Waste Industries (Arizona), Inc., Allied Waste Industries (Southwest), Inc., Apache Junction Landfill Corporation, Central Arizona Transfer, Inc., Mesa Disposal, Inc., Midway Development Company, Inc., Pinal County Landfill Corp., Summit Waste Systems, Inc. and Tri-State Refuse Corporation are incorporated under the laws of Arizona.

Sections 10-850 et seq. of the Arizona Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 10-202(B)(1) of the Arizona Business Corporation Act permits a corporation to provide in its articles of incorporation that a director shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, subject to certain limitations. Section 10-842(D) of the Arizona Business Corporation Act provides that an officer of a corporation shall not be liable for any action taken as an officer or any failure to take any action if such officer's duties were performed (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner such officer reasonably believes to be in the best interests of the corporation.

The articles of incorporation of Allied Waste Industries (Arizona), Inc. provide for indemnification to the fullest extent permissible by law, by the bylaws of the corporation or by agreement.

The articles of incorporation of Allied Waste Industries (Arizona), Inc. provide that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, (iii) a violation of Section 10-833 of the Arizona Business Corporation Act relating to unlawful distributions and (iv) an intentional violation of criminal law.

The articles of incorporation of each of Summit Waste Systems, Inc. and Midway Development Company, Inc. provide that the corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact that such person is or was an officer, director, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

The articles of incorporation of each of Summit Waste Systems, Inc. and Midway Development Company, Inc. provide that, to the fullest extent permitted by the Arizona Business Corporation Act, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director.

The bylaws of each of Midway Development Company, Inc. and Summit Waste Systems, Inc. provide that the corporation shall indemnify, to the fullest extent provided by law, any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise.

The bylaws of each of Central Arizona Transfer, Inc. and Mesa Disposal, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Central Arizona Transfer, Inc. and Mesa Disposal, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of any of Allied Waste Industries (Southwest), Inc., Apache Junction Landfill Corporation, Pinal County Landfill Corp. or Tri-State Refuse Corporation.

(b) Allied Waste Systems of Arizona, LLC, Cactus Waste Systems, LLC and Republic Services of Arizona Hauling, LLC are organized as limited liability companies under the laws of Arizona.

Section 29-610(A)(13) of the Arizona Limited Liability Company Act permits a limited liability company to indemnify a member, manager, employee, officer, agent or any other person.

The operating agreement of each of Cactus Waste Systems, LLC and Republic Services of Arizona Hauling, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of Allied Waste Systems of Arizona, LLC provides for identical indemnification as described in the preceding paragraph, except that such indemnification is also provided to the directors of the sole member of the company.

California Registrants:

(a) A D A J Corporation, Allied Waste of California, Inc., Atlas Transport, Inc., Bay Collection Services, Inc., Bay Environmental Management, Inc., Bay Landfills, Inc., Bay Leasing Company, Inc., Berkeley Sanitary Service, Inc., BLT Enterprises of Oxnard, Inc., Borrego Landfill, Inc., Browning-Ferris Industries of California, Inc., Charter Evaporation Resource Recovery Systems, Crockett Sanitary Service, Inc., Delta Container Corporation, Delta Paper Stock, Co., Elder Creek Transfer & Recovery, Inc., Forward, Inc., Golden Bear Transfer Services, Inc., Imperial Landfill, Inc., Independent Trucking Company, International Disposal Corp. of California, Keller Canyon Landfill Company, La Canada Disposal Company, Inc., Lathrop Sunrise Sanitation Corporation, Otay Landfill, Inc., Palomar Transfer Station, Inc., Perdomo & Sons, Inc., Ramona Landfill, Inc., RI/Alameda Corp., Richmond Sanitary Service, Inc., San Marcos NCRRE, Inc., Solano Garbage Company, Sunrise Sanitation Service, Inc., Sunset Disposal Service, Inc., Sycamore Landfill, Inc., West Contra Costa Energy Recovery Company, West Contra Costa Sanitary Landfill, Inc., West County Landfill, Inc., West County Resource Recovery, Inc. and Zakaroff Services are incorporated under the laws of California.

Section 317 of the California Corporations Code authorizes a court to award, or a corporation's board of directors to grant, indemnity to any agent of the corporation under certain circumstances and subject to certain limitations.

Section 204(a)(10) of the California Corporations Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of such director's duties, subject to certain limitations.

The articles of incorporation of each of BLT Enterprises of Oxnard, Inc., Keller Canyon Landfill Company and Perdomo & Sons, Inc. provide that the corporation is authorized to provide indemnification of agents for breach of duty to the corporation and its shareholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

The articles of incorporation of each of BLT Enterprises of Oxnard, Inc., Borrego Landfill, Inc., Elder Creek Transfer & Recovery, Inc., Imperial Landfill, Inc., Keller Canyon Landfill Company, Lathrop Sunrise Sanitation Corporation, Palomar Transfer Station, Inc., Perdomo & Sons, Inc., Otay Landfill, Inc., Ramona Landfill, Inc., San Marcos NCRRF, Inc. and Sycamore Landfill, Inc. provide that the liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The articles of incorporation of each of Elder Creek Transfer & Recovery, Inc. and Imperial Landfill, Inc. provide that the corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law. The corporation is authorized to provide indemnification of agents through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of that expressly permitted by Section 317 of the California Corporations Code for those agents of the corporation for breach of duty to the corporation and its stockholders, subject to limitations set forth in Section 204.

The articles of incorporation of Lathrop Sunrise Sanitation Corporation provide that the corporation is authorized to provide indemnification of agents through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, to the fullest extent permissible under California law.

The bylaws of each of A D A J Corporation, Atlas Transport, Inc., Bay Collection Services, Inc., Bay Environmental Management, Inc., Bay Landfills, Inc., Bay Leasing Company, Inc., Berkeley Sanitary Service, Inc., BLT Enterprises of Oxnard, Inc., Browning-Ferris Industries of California, Inc., Charter Evaporation Resource Recovery Systems, Crockett Sanitary Service, Inc., Elder Creek Transfer & Recovery, Inc., Forward, Inc., Golden Bear Transfer Services, Inc., Imperial Landfill, Inc., International Disposal Corp. of California, Keller Canyon Landfill Company, La Canada Disposal Company, Inc., Lathrop Sunrise Sanitation Corporation, Otay Landfill, Inc., Perdomo & Sons, Inc., RI/Alameda Corp., Richmond Sanitary Service, Inc., Solano Garbage Company, Sycamore Landfill, Inc., West Contra Costa Energy Recovery Company, West Contra Costa Sanitary Landfill, Inc., West County Landfill, Inc., West County Resource Recovery, Inc. and Zakaroff Services provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the California corporation registrants listed in the preceding paragraph also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by

a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of each of Delta Container Corporation, Independent Trucking Company, Sunrise Sanitation Service, Inc. and Sunset Disposal Service, Inc. provide that the board may, in its discretion, indemnify any director, officer, employee or other agent of the corporation against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in a proceeding (including a derivative action on behalf of the corporation) to which that person was or is threatened to be made a party by reason of the fact that such person was or is an agent of the corporation, but only to the extent allowed by the California Corporations Code and subject to director or shareholder approval as required by such code. In no event shall the corporation indemnify any such director or officer against any liability or expense by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of such person's office. The corporation may advance to each director or officer the expenses incurred in defending any proceeding referred to in the bylaws of the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall be determined ultimately that the director or officer is entitled to be indemnified as authorized by the bylaws of the company.

The bylaws of Delta Paper Stock, Co. provide that the corporation shall, to the maximum extent permitted by the California Corporations Code, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Allied Waste of California, Inc., Borrego Landfill, Inc., Palomar Transfer Station, Inc., Ramona Landfill, Inc. or San Marcos NCRRF, Inc.

(b) Allied Waste Transfer Services of California, LLC and San Diego Landfill Systems, LLC are organized as limited liability companies under the laws of California.

Section 17003(l) of the California Limited Liability Company Act permits a limited liability company to indemnify any person.

The operating agreement of each of the California limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

(c) Oceanside Waste & Recycling Services is organized as a general partnership under the laws of California.

Section 16401(c) of the California Uniform Partnership Act authorizes a general partnership to indemnify its partners under certain circumstances and subject to certain limitations.

There is no provision for indemnification of officers and directors in the partnership agreement of Oceanside Waste & Recycling Services. The partnership agreement provides that the partners shall continue to maintain general liability insurance in such amounts as are reasonable for the business and services conducted by the partnership.

Colorado Registrants:

(a) Bunting Trash Service, Inc. and Denver RL North, Inc. are incorporated under the laws of Colorado.

Article 109 of the Colorado Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers, directors, employees, fiduciaries or agents of the corporation under certain circumstances and subject to certain limitations.

Section 7-108-401(4) of the Colorado Business Corporation Act provides that a director or officer of the corporation shall not be liable to the corporation or its shareholders for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performed the duties of the position (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner the director or officer reasonably believes to be in the best interests of the corporation.

The bylaws of each of Bunting Trash Service, Inc and Denver RL North, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Bunting Trash Service, Inc. and Denver RL North, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if

such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Allied Waste Systems of Colorado, LLC, Frontier Waste Services (Colorado), LLC, Republic Services of Colorado Hauling, LLC and Republic Services of Colorado I, LLC are organized as limited liability companies under the laws of Colorado.

Section 407 of the Colorado Limited Liability Company Act permits a limited liability company to indemnify a member or manager of the company under certain circumstances and subject to certain limitations.

The operating agreement of each of Frontier Waste Services (Colorado), LLC, Republic Services of Colorado Hauling, LLC and Republic Services of Colorado I, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of Allied Waste Systems of Colorado, LLC provides for identical indemnification as described in the preceding paragraph, except that such indemnification is also provided to the directors of the sole member of the company.

Delaware Registrants:

(a) Allied Enviroengineering, Inc., Allied Green Power, Inc., Allied Nova Scotia, Inc., Allied Waste Alabama, Inc., Allied Waste Company, Inc., Allied Waste Holdings (Canada) Ltd., Allied Waste Industries, Inc., Allied Waste Landfill Holdings, Inc., Allied Waste North America, Inc., Allied Waste Rural Sanitation, Inc., Allied Waste Services of Colorado, Inc., Allied Waste Systems Holdings, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Illinois, Inc., American Disposal Services of New Jersey, Inc., American Disposal Services of West Virginia, Inc., American Disposal Services, Inc., American Disposal Transfer Services of Illinois, Inc., Attwoods of North America, Inc., AWIN Leasing Company, Inc., AWIN Management, Inc., BBCO, Inc., BFI Atlantic, Inc., BFI Energy Systems of Albany, Inc., BFI Energy Systems of Delaware County, Inc., BFI Energy Systems of Hempstead, Inc., BFI Energy Systems of Niagara II, Inc., BFI Energy Systems of Niagara, Inc., BFI Energy Systems of SEMASS, Inc., BFI Energy Systems of Southeastern Connecticut, Inc., BFI International, Inc., BFI REF-FUEL, Inc., BFI Trans River (GP), Inc., Bond County Landfill, Inc., Browning-Ferris Financial Services, Inc., Browning-Ferris Industries of Florida, Inc., Browning-Ferris Industries of Illinois, Inc., Browning-Ferris Industries of Ohio, Inc., Browning-Ferris Services, Inc., CC Landfill, Inc., Cocopah Landfill, Inc., Compactor Rental Systems of Delaware, Inc., Copper Mountain Landfill, Inc., County Disposal (Ohio), Inc., County Disposal, Inc., County Landfill, Inc., East Chicago Compost Facility, Inc., ECDC Environmental of Humboldt County, Inc., ECDC Holdings, Inc., Environmental Development Corp., Environtech, Inc., Evergreen Scavenger Service, Inc., General Refuse

Rolloff Corp., Georgia Recycling Services, Inc., Great Lakes Disposal Service, Inc., Liberty Waste Holdings, Inc., Lucas County Land Development, Inc., Mountain Home Disposal, Inc., NationsWaste, Inc., NCorp., Inc., Ohio Republic Contracts, II, Inc., Ottawa County Landfill, Inc., Republic Services Financial LP, Inc., Republic Services Holding Company, Inc., Republic Services of California Holding Company, Inc., Republic Services of Florida GP, Inc., Republic Services of Florida LP, Inc., Republic Services of Indiana LP, Inc., Republic Services of Michigan Holding Company, Inc., Republic Waste Services of Texas GP, Inc., Republic Waste Services of Texas LP, Inc., Risk Services, Inc., Sangamon Valley Landfill, Inc., Standard Waste, Inc., Taylor Ridge Landfill, Inc., Tennessee Union County Landfill, Inc. and Wayne County Landfill IL, Inc. are incorporated under the laws of Delaware.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors, officers, employees and agents of the corporation under certain circumstances and subject to certain limitations.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, subject to certain limitations.

The certificate of incorporation of each of Allied Enviroengineering, Inc., Allied Waste Alabama, Inc., Allied Waste Company, Inc., Allied Waste North America, Inc., AWIN Leasing Company, Inc. and AWIN Management, Inc. provides that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The certificate of incorporation of each of the Delaware corporation registrants listed in the preceding paragraph also provides that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person

is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the Delaware General Corporation Law.

The certificate of incorporation of each of Allied Enviroengineering, Inc., Allied Nova Scotia, Inc., Allied Waste Alabama, Inc., Allied Waste Company, Inc., Allied Waste Holdings (Canada) Ltd., Allied Waste North America, Inc., Allied Waste Systems, Inc., American Disposal Services, Inc., American Disposal Services of Illinois, Inc., American Disposal Services of New Jersey, Inc., American Disposal Services of West Virginia, Inc., American Disposal Transfer Services of Illinois, Inc., AWIN Leasing Company, Inc., AWIN Management, Inc., BBCO, Inc., Browning-Ferris Financial Services, Inc., Compactor Rental Systems of Delaware, Inc., County Disposal, Inc., County Disposal (Ohio), Inc., County Landfill, Inc., Environtech, Inc., Georgia Recycling Services, Inc., Mountain Home Disposal, Inc., NationsWaste, Inc., NCorp, Inc., Republic Services Financial LP, Inc., Republic Services Holding Company, Inc., Republic Services of California Holding Company, Inc., Republic Services of Florida GP, Inc., Republic Services of Florida LP, Inc., Republic Services of Indiana, LP, Inc., Republic Services of Michigan Holding Company, Inc., Republic Waste Services of Texas GP, Inc. and Republic Waste Services of Texas LP, Inc. provides that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law relating to an unlawful payment of a dividend or unlawful stock purchase or redemption or (iv) for any transaction from which the director derived any improper personal benefit.

The certificate of incorporation of each of Allied Green Power, Inc., Allied Waste Industries, Inc., Allied Waste Landfill Holdings, Inc., Allied Waste Rural Sanitation, Inc., Allied Waste Services of Colorado, Inc., Allied Waste Transportation, Inc., Bond County Landfill, Inc., CC Landfill, Inc., Cocopah Landfill, Inc., Copper Mountain Landfill, Inc., East Chicago Compost Facility, Inc., ECDC Environmental of Humboldt County, Inc., ECDC Holdings, Inc., Evergreen Scavenger Service, Inc., General Refuse Rolloff Corp., Great Lakes Disposal Service, Inc., Liberty Waste Holdings, Inc., Lucas County Land Development, Inc., Ohio Republic Contracts, II, Inc., Sangamon Valley Landfill, Inc., Taylor Ridge Landfill, Inc., Tennessee Union County Landfill, Inc. and Wayne County Landfill IL, Inc. provides that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except that this provision shall not eliminate or limit the liability of the director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

The certificate of incorporation of each of Allied Nova Scotia, Inc., Allied Waste Holdings (Canada) Ltd. and American Disposal Services, Inc. provides that, to the fullest extent authorized by the Delaware General Corporation Law, the corporation shall indemnify any person who at any time is or was a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer or other agent of any other entity against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person. Expenses incurred by a director or officer of the corporation shall be paid in advance to the fullest extent permitted by law upon an undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such director

or officer is not entitled to indemnification. The corporation may procure insurance or other arrangement on behalf of any such person described in this paragraph.

The certificate of incorporation of each of American Disposal Services of Illinois, Inc., American Disposal Services of New Jersey, Inc., American Disposal Services of West Virginia, Inc., American Disposal Transfer Services of Illinois, Inc., County Disposal (Ohio), Inc., County Disposal, Inc. and County Landfill, Inc. provides that, to the fullest extent authorized by the Delaware General Corporation Law, the corporation shall indemnify any person who at any time is or was a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer.

The certificate of incorporation of each of Evergreen Scavenger Service, Inc. and General Refuse Rolloff Corp. provides that the corporation shall indemnify, to the fullest extent permitted by law, each director or officer of the corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was an authorized representative of the corporation.

The certificate of incorporation of each of Allied Waste Systems Holdings, Inc., Republic Services Financial LP, Inc., Republic Services Holding Company, Inc., Republic Services of California Holding Company, Inc., Republic Services of Florida GP, Inc., Republic Services of Florida LP, Inc., Republic Services of Indiana LP, Inc., Republic Services of Michigan Holding Company, Inc., Republic Waste Services of Texas GP, Inc. and Republic Waste Services of Texas LP, Inc. provides that the corporation shall indemnify its officers, directors, employees and agents to the fullest extent permitted by the Delaware General Corporation Law.

The certificate of incorporation of Ottawa County Landfill, Inc. provides that the corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful.

The bylaws of each of Allied Enviroengineering, Inc., Allied Green Power, Inc., Allied Waste Company, Inc., Allied Waste Holdings (Canada) Ltd., Allied Waste Industries, Inc., Allied Waste Landfill Holdings, Inc., Allied Waste Rural Sanitation, Inc., Allied Waste Services of Colorado, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services, Inc., American Disposal Services of Illinois, Inc., American Disposal Services of New Jersey, Inc., American Disposal Services of West Virginia, Inc., American Disposal Transfer Services of Illinois, Inc., Attwoods of North America, Inc., BBCO, Inc., BFI Atlantic, Inc., AWIN Leasing Company, Inc., AWIN Management, Inc., BFI Energy Systems of Albany, Inc., BFI Energy Systems of Delaware County, Inc., BFI Energy Systems of Hempstead, Inc., BFI Energy Systems of Niagara II, Inc., BFI Energy Systems of Niagara, Inc., BFI Energy Systems of SEMASS, Inc., BFI Energy Systems of Southeastern Connecticut, Inc., BFI International, Inc., BFI REF-FUEL, Inc., BFI Trans River (GP), Inc., Bond County Landfill, Inc., Browning-Ferris Financial Services, Inc., Browning-Ferris Industries of Florida, Inc., Browning-Ferris Industries of Illinois, Inc., Browning-Ferris Industries of Ohio, Inc., Browning-Ferris Services, Inc., CC Landfill, Inc., Cocopah Landfill, Inc., Compactor Rental Systems of Delaware, Inc., Copper Mountain Landfill, Inc., County Disposal, Inc., County Disposal (Ohio), Inc., County Landfill, Inc., East Chicago Compost Facility, Inc., ECDC Environmental of Humboldt County, Inc., ECDC Holdings, Inc., Environmental Development Corp., Environtech, Inc., Evergreen Scavenger Service, Inc., General Refuse Rolloff Corp., Georgia Recycling Services, Inc., Great Lakes Disposal

Service, Inc., Liberty Waste Holdings, Inc., Lucas County Land Development, Inc., Mountain Home Disposal, Inc., NCorp, Inc., Ohio Republic Contracts, II, Inc., Republic Services Holding Company, Inc., Republic Services of California Holding Company, Inc., Republic Services of Florida GP, Inc., Republic Services of Florida LP, Inc., Republic Services of Indiana LP, Inc., Republic Services of Michigan Holding Company, Inc., Republic Waste Services of Texas GP, Inc., Republic Waste Services of Texas LP, Inc., Risk Services, Inc., Sangamon Valley Landfill, Inc., Standard Waste, Inc., Taylor Ridge Landfill, Inc., Tennessee Union County Landfill, Inc. and Wayne County Landfill IL, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Delaware corporation registrants listed in the preceding paragraph also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of Allied Nova Scotia, Inc. provide that, to the fullest extent authorized by the Delaware General Corporation Law, the corporation shall indemnify any person who at any time is or was a director or officer of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer or other agent of any other entity against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or

penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person. Expenses incurred by a director or officer of the corporation shall be paid in advance to the fullest extent permitted by law upon an undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to indemnification. The corporation may procure insurance or other arrangement on behalf of any such person described in this paragraph.

The bylaws of Allied Waste Alabama, Inc. provide that, to the fullest extent authorized by the Delaware General Corporation Law, the corporation shall indemnify any person who at any time is or was a director of the corporation and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer or other agent of any other entity against all expense, liability and loss (including, without limitation, court costs and attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by such person so long as a majority of a quorum of disinterested directors, the stockholders or legal counsel through a written opinion determines that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Expenses incurred by a director or officer of the corporation shall be paid in advance to the fullest extent permitted by law upon an undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to indemnification. The corporation may procure insurance or other arrangement on behalf of any such person described in this paragraph.

The bylaws of Allied Waste North America, Inc. provide that each director, officer and former director and officer of the corporation, and any person who may have served or who may hereafter serve at the request of the corporation as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, is hereby indemnified by the corporation against expenses actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding in which such person is made a party by reason of being or having been such director or officer, except in relation to matters as to which such person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The bylaws of NationsWaste, Inc. provide that each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceedings by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving at the request of the corporation as director or officer or trustee of another entity or other enterprise shall be indemnified and held harmless by the corporation to the fullest extent permitted by law.

The bylaws of Ottawa County Landfill, Inc. provide that the board of directors of the corporation may, to the fullest extent permitted by the General Corporation Law of Delaware, indemnify any and all persons who it shall have the power to indemnify against any and all of the expenses, liabilities or other matters.

The bylaws of Republic Services Financial LP, Inc. provide that each person who is or was a director or officer of the corporation and each person who serves or served at the request of the corporation as a director or officer (or equivalent) of another entity or other enterprise shall be indemnified by the corporation to the fullest extent authorized by the Delaware General Corporation Law, except as to any action, suit or proceeding brought by or on behalf of the director or officer of the corporation without prior approval of the board of directors. Each person who is or was an employee or agent of the corporation, and each person who serves or has served at the request of the corporation as an employee or agent of another entity or other enterprise, may be similarly indemnified at the discretion of the board of directors. Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined

that he is not entitled to be indemnified by the corporation as authorized in the bylaws of the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

(b) Allied Gas Recovery Systems, L.L.C., Allied Services LLC, Allied Waste Environmental Management Group, LLC, Allied Waste of New Jersey-New York, LLC, Allied Waste Recycling Services of New Hampshire, LLC, Allied Waste Services of North America, LLC, Allied Waste Sycamore Landfill, LLC, Allied Waste Systems of Indiana, LLC, Allied Waste Transfer Services of Arizona, LLC, Allied Waste Transfer Services of Rhode Island, LLC, Anson County Landfill NC, LLC, Ariana, LLC, BFGSI, L.L.C., BFI Transfer Systems of Alabama, LLC, BFI Transfer Systems of DC, LLC, BFI Transfer Systems of Georgia, LLC, BFI Transfer Systems of Maryland, LLC, BFI Transfer Systems of Mississippi, LLC, BFI Transfer Systems of Virginia, LLC, BFI Waste Services of Tennessee, LLC, BFI Waste Services, LLC, BFI Waste Systems of Alabama, LLC, BFI Waste Systems of Arkansas, LLC, BFI Waste Systems of Georgia, LLC, BFI Waste Systems of Kentucky, LLC, BFI Waste Systems of Louisiana, LLC, BFI Waste Systems of Mississippi, LLC, BFI Waste Systems of Missouri, LLC, BFI Waste Systems of North America, LLC, BFI Waste Systems of North Carolina, LLC, BFI Waste Systems of South Carolina, LLC, BFI Waste Systems of Tennessee, LLC, BFI Waste Systems of Virginia, LLC, Bridgeton Landfill, LLC, Bridgeton Transfer Station, LLC, Browning-Ferris Industries, LLC, Brunswick Waste Management Facility, LLC, Butler County Landfill, LLC, Chilton Landfill, LLC, Consolidated Disposal Service, L.L.C., Continental Waste Industries, L.L.C., Courtney Ridge Landfill, LLC, D & L Disposal, L.L.C., E Leasing Company, LLC, Ellis Scott Landfill MO, LLC, Envotech-Illinois, L.L.C., Evergreen Scavenger Service, L.L.C., Forest View Landfill, LLC, Great Plains Landfill OK, LLC, H Leasing Company, LLC, Jefferson City Landfill, LLC, Kandel Enterprises, LLC, Lee County Landfill SC, LLC, Lemons Landfill, LLC, Liberty Waste Services Limited, L.L.C., Liberty Waste Services of McCook, L.L.C., Little Creek Landing, LLC, Local Sanitation of Rowan County, L.L.C., N Leasing Company, LLC, New York Waste Services, LLC, Northeast Landfill, LLC, Packerton Land Company, L.L.C., Pinecrest Landfill OK, LLC, Polk County Landfill, LLC, Republic Services Group, LLC, Republic Services of California II, LLC, Republic Services of Georgia GP, LLC, Republic Services of Georgia LP, LLC, Republic Services of Indiana Transportation, LLC, Republic Services of New Jersey, LLC, Republic Services of Pennsylvania, LLC, Republic Services of South Carolina, LLC, Republic Services of Southern California, LLC, Republic Services of Wisconsin GP, LLC, Republic Services of Wisconsin LP, LLC, Republic Services Vasco Road, LLC, Republic Waste Services of Southern California, LLC, RITM, LLC, Rubbish Control, LLC, S Leasing Company, LLC, Sand Valley Holdings, L.L.C., Show-Me Landfill, LLC, Southeast Landfill, LLC, Webster Parish Landfill, L.L.C. and Willow Ridge Landfill, LLC are organized as limited liability companies under the laws of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act permits a limited liability company to indemnify any member or manager of the company from and against any and all claims and demands whatsoever.

Section 18-1101 of the Delaware Limited Liability Company Act permits a limited liability company to provide in its limited liability company agreement that a member, manager or other person shall not be liable for breach of contract and breach of duties to the limited liability company or to another member or manager or to another person that is a party to or is otherwise bound by the limited liability company agreement, subject to certain limitations.

The operating agreement of Allied Services, LLC provides that the company shall indemnify, defend and hold harmless any manager or officer of the company or their affiliates or any member, to the extent of the company's assets, from and against any liability, damage, cost, expense, loss, claim or judgment incurred by such person arising out of any claim based upon acts performed or omitted to be performed by such person in connection with the business of the company, including, without limitation, attorneys' fees and costs incurred by such person in the settlement or defense of such claim; provided that no such person shall be indemnified for claims based upon acts performed or omitted in breach of the operating agreement of the company or that constitute bad faith, fraud, willful

misconduct or gross negligence. The manager of the company may, in its discretion, procure, at the expense of the company, errors and omissions insurance coverage for the manager and officers of the company.

The operating agreement of Allied Services, LLC also provides that no manager or officer of the company or their affiliates or any member shall be liable to the company or the other members for actions taken in good faith by such person in connection with the company or its business; provided that such person shall, in all instances, remain liable for acts in breach of the operating agreement of the company or that constitute bad faith, fraud, willful misconduct or gross negligence (except to the extent the company is compensated for the same by insurance coverage maintained by the company).

The operating agreement of each of Allied Waste Sycamore Landfill, LLC, BFI Transfer Systems of Alabama, LLC, BFI Transfer Systems of DC, LLC, BFI Transfer Systems of Georgia, LLC, BFI Transfer Systems of Maryland, LLC, BFI Transfer Systems of Mississippi, LLC, BFI Transfer Systems of Virginia, LLC, BFI Waste Services of Tennessee, LLC, BFI Waste Systems of Alabama, LLC, BFI Waste Systems of Arkansas, LLC, BFI Waste Systems of Georgia, LLC, BFI Waste Systems of Kentucky, LLC, BFI Waste Systems of Louisiana, LLC, BFI Waste Systems of Mississippi, LLC, BFI Waste Systems of Missouri, LLC, BFI Waste Systems of North Carolina, LLC, BFI Waste Systems of South Carolina, LLC, BFI Waste Systems of Tennessee, LLC, BFI Waste Systems of Virginia, LLC, Chilton Landfill, LLC, Consolidated Disposal Service, L.L.C., Courtney Ridge Landfill, LLC, Forest View Landfill, LLC, Kandel Enterprises, LLC and Willow Ridge Landfill, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of each of Allied Gas Recovery Systems, L.L.C., Allied Waste Environmental Management Group, LLC, Allied Waste of New Jersey-New York, LLC, Allied Waste Recycling Services of New Hampshire, LLC, Allied Waste Services of North America, LLC, Allied Waste Systems of Indiana, LLC, Allied Waste Transfer Services of Arizona, LLC, Allied Waste Transfer Services of Rhode Island, LLC, BFGSI, L.L.C., BFI Waste Services, LLC, BFI Waste Systems of North America, LLC, Bridgeton Landfill, LLC, Bridgeton Transfer Station, LLC, Browning-Ferris Industries, LLC, Brunswick Waste Management Facility, LLC, Butler County Landfill, LLC, D & L Disposal, L.L.C., Envotech-Illinois L.L.C., Evergreen Scavenger Service, L.L.C., Jefferson City Landfill, LLC, Lemons Landfill, LLC, Liberty Waste Services of McCook, L.L.C., Little Creek Landfill, LLC, New York Waste Services, LLC, Northeast Landfill, LLC, Packerton Land Company, L.L.C., Polk County Landfill, LLC, Sand Valley Holdings, L.L.C., Show-Me Landfill, LLC, and Southeast Landfill, LLC provides for identical indemnification as described in the preceding paragraph, except that such indemnification is also provided to the directors of the sole member of the company.

The operating agreement of each of Anson County Landfill NC, LLC, Ellis Scott Landfill MO, LLC, Great Plains Landfill OK, LLC, Lee County Landfill SC, LLC and Pinecrest Landfill OK, LLC provides that the company shall defend, indemnify and save harmless any member and the officers and directors of any member from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of each of E Leasing Company, LLC, H Leasing Company, LLC, N Leasing Company, LLC and S Leasing Company, LLC provides that the company shall indemnify, save harmless and pay all damages of the manager, the special purpose manager and any member or any stockholders, directors, members,

officers, employees or agents of any of them relating to any damages incurred by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including reasonable attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred; provided that no member or manager shall be indemnified for any liability from fraud, willful misconduct or gross negligence. Such person shall provide an undertaking to repay the indemnification payment made by the company to such person if such person is found by a final nonappealable judgment not to be entitled to indemnification.

The operating agreement of each of E Leasing Company, LLC, H Leasing Company, LLC, N Leasing Company, LLC and S Leasing Company, LLC also provides that the manager shall perform his or her duties under the operating agreement in a manner he or she believes to be in the best interests of the company, and shall be under no fiduciary duty to the members, the special purpose manager, any creditor of the company or any other person. A person who so performs such duties shall not have any liability by reason of being or having been a manager of the company.

There is no provision for indemnification or insurance in the certificate of formation or operating agreement of Ariana, LLC, Continental Waste Industries, L.L.C., Liberty Waste Services Limited, L.L.C., Local Sanitation of Rowan County, L.L.C., Republic Services Group, LLC, Republic Services of California II, LLC, Republic Services of Georgia GP, LLC, Republic Services of Georgia LP, LLC, Republic Services of Indiana Transportation, LLC, Republic Services of New Jersey, LLC, Republic Services of Pennsylvania, LLC, Republic Services of South Carolina, LLC, Republic Services of Southern California, LLC, Republic Services of Wisconsin GP, LLC, Republic Services of Wisconsin LP, LLC, Republic Services Vasco Road, LLC, Republic Waste Services of Southern California, LLC, RITM, LLC, Rubbish Control, LLC or Webster Parish Landfill, L.L.C.

(c) Abilene Landfill TX, LP, BFI Energy Systems of Southeastern Connecticut, Limited Partnership, BFI Transfer Systems of Texas, LP, BFI Waste Services of Indiana, LP, BFI Waste Services of Texas, LP, BFI Waste Systems of Indiana, LP, Blue Ridge Landfill TX, LP, Brenham Total Roll-Offs, LP, Camelot Landfill TX, LP, Cefe Landfill TX, LP, Crow Landfill TX, L.P., Ellis County Landfill TX, LP, Forth Worth Landfill TX, LP, Galveston County Landfill TX, LP, Giles Road Landfill TX, LP, Golden Triangle Landfill TX, LP, Greenwood Landfill TX, LP, Gulf West Landfill TX, LP, Itasca Landfill TX, LP, Kerrville Landfill TX, LP, Lewisville Landfill TX, LP, Mars Road TX, LP, McCarty Road Landfill TX, LP, Mesquite Landfill TX, LP, Mexia Landfill TX, LP, Panama Road Landfill, TX, L.P., Pine Hill Farms Landfill TX, LP, Pleasant Oaks Landfill TX, LP, Republic Services Financial, Limited Partnership, Republic Services of Florida, Limited Partnership, Republic Services of Georgia, Limited Partnership, Republic Services of Indiana, Limited Partnership, Republic Services of Wisconsin, Limited Partnership, Rio Grande Valley Landfill TX, LP, Royal Oaks Landfill TX, LP, RWS Transport, L.P., Southwest Landfill TX, LP, Tessman Road Landfill TX, LP, Turkey Creek Landfill TX, LP, Victoria Landfill TX, LP and Whispering Pines Landfill TX, LP are organized as limited partnerships under the laws of Delaware.

Section 15-110 of the Delaware Revised Uniform Partnership Act permits a partnership to indemnify any partner or other person from and against any and all claims and demands whatsoever.

Section 15-103(f) of the Delaware Revised Uniform Partnership Act permits a partnership to provide in its partnership agreement that the partner or other person shall not be liable for breach of contract and breach of duties to the partnership or to another partner or to another person that is a party to or is otherwise bound by the partnership agreement, subject to certain limitations.

The agreement of limited partnership of each of Abilene Landfill TX, LP, BFI Energy Systems of Southeastern Connecticut, Limited Partnership, BFI Transfer Systems of Texas, LP, BFI Waste Services of Indiana, LP, BFI Waste Services of Texas, LP, BFI Waste Systems of Indiana, LP, Blue Ridge Landfill TX, LP, Brenham Total Roll-

Offs, LP, Camelot Landfill TX, LP, Cefe Landfill TX, LP, Crow Landfill TX, L.P., Ellis County Landfill TX, LP, Forth Worth Landfill TX, LP, Galveston County Landfill TX, LP, Giles Road Landfill TX, LP, Golden Triangle Landfill TX, LP, Greenwood Landfill TX, LP, Gulf West Landfill TX, LP, Itasca Landfill TX, LP, Kerrville Landfill TX, LP, Lewisville Landfill TX, LP, Mars Road TX, LP, McCarty Road Landfill TX, LP, Mesquite Landfill TX, LP, Mexia Landfill TX, LP, Panama Road Landfill, TX, L.P., Pine Hill Farms Landfill TX, LP, Pleasant Oaks Landfill TX, LP, Rio Grande Valley Landfill TX, LP, Royal Oaks Landfill TX, LP, Southwest Landfill TX, LP, Tessman Road Landfill TX, LP, Turkey Creek Landfill TX, LP, Victoria Landfill TX, LP and Whispering Pines Landfill TX, LP provides that the partnership shall defend, indemnify and save harmless the partners and their officers and directors from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The agreement of limited partnership of each of Republic Services of Florida, Limited Partnership, Republic Services of Georgia, Limited Partnership, Republic Services of Indiana, Limited Partnership, Republic Services of Wisconsin, Limited Partnership and RWS Transport, L.P. provides that to the fullest extent permitted by law, the partnership shall indemnify and hold harmless the general partner, its affiliates and all directors, officers, shareholders, partners, employees, representatives and agents of the general partner and its affiliates and all officers, employees, representatives and agents of the partnership and its affiliates from and against any and all losses, claims, demands, liabilities, expenses (including all fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which such person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management or the affairs of the partnership, or the general partner or its status as a general partner, an affiliate thereof, or partner, director, officer, stockholder, employee, representative or agent thereof or of the partnership or a person serving at the request of the partnership, the general partner or any affiliate thereof in another entity in a similar capacity, which relates to or arises out of the partnership, its property, its businesses or affairs. Such person shall not be entitled to indemnification with respect to any claim, issue or matter in which it has engaged in conduct that constitutes fraud, willful misconduct, bad faith or gross negligence; provided, however, that a court of competent jurisdiction may determine upon application that, despite such conduct, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such liabilities and expenses as the court may deem proper. Expenses shall be advanced by the partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the partnership of an undertaking by or on behalf of such person to repay such amount if it shall be determined that such person is not entitled to be indemnified as authorized in the company's agreement of limited partnership. The general partner and the partnership may purchase and maintain insurance on behalf of any person against any liability that may be asserted against or expenses that may be incurred by such person in connection with activities of the partnership, regardless of whether the partnership would have the power to indemnify such person against such liability under the provisions of the agreement of limited partnership of the company.

The agreement of limited partnership of each of Republic Services of Florida, Limited Partnership, Republic Services of Georgia, Limited Partnership, Republic Services of Indiana, Limited Partnership, Republic Services of Wisconsin, Limited Partnership and RWS Transport, L.P. provides that neither the general partner, its affiliates nor any of their respective officers, directors, shareholders, partners, employees, representatives or agents nor any officer, employee, representative or agent of the partnership and its affiliates shall be liable to the partnership or any partner for any act or omission (in relation to the partnership, the partnership agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by such person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the partnership and is

within the scope of authority granted to such person by the partnership agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

There is no provision for indemnification or insurance in the certificate of limited partnership or agreement of limited partnership of BFI Energy Systems of Southeastern Connecticut, Limited Partnership or Republic Services Financial, Limited Partnership.

Florida Registrants:

(a) Delta Dade Recycling Corp., Delta Resources Corp., Delta Site Development Corp., Delta Waste Corp., Envirocycle, Inc., Gulfcoast Waste Service, Inc., Manumit of Florida, Inc., Republic Services Aviation, Inc. and Schofield Corporation of Orlando are incorporated under the laws of Florida.

Section 607.0850 of the Florida Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers, directors, employees or other agents of the corporation under certain circumstances and subject to certain limitations.

Section 607.0831 of the Florida Business Corporation Act provides that a director shall not be personally liable for monetary damages to the corporation or any other person for any statement, vote, decision or failure to act regarding corporate management or policy by such director, subject to certain limitations.

The articles of incorporation of each of Delta Dade Recycling Corp., Envirocycle, Inc. and Gulfcoast Waste Service, Inc. provide that the corporation shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted by law.

The bylaws of each of Delta Dade Recycling Corp., Delta Resources Corp., Delta Site Development Corp., Delta Waste Corp., Envirocycle, Inc., Gulfcoast Waste Service, Inc., Manumit of Florida, Inc., Republic Services Aviation, Inc. and Schofield Corporation of Orlando provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Delta Dade Recycling Corp., Delta Resources Corp., Delta Site Development Corp., Delta Waste Corp., Envirocycle, Inc., Gulfcoast Waste Service, Inc., Manumit of Florida, Inc., Republic Services Aviation, Inc. and Schofield Corporation of Orlando also provide that any indemnification (unless ordered by a

court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Allied Waste Transfer Services of Florida, LLC is organized as a limited liability company under the laws of Florida.

Section 608.4229 of the Florida Limited Liability Act permits a limited liability company to indemnify a member, manager or other person under certain circumstances and subject to certain limitations.

Section 608.4225 of the Florida Limited Liability Act provides that a manager or managing member shall not be liable for any action taken as a manager or managing member or any failure to take any action if the manager or managing member performed his or her duties in compliance with the duty of loyalty and duty of care to the company and all of the members of the company.

The operating agreement of Allied Waste Transfer Services of Florida, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and the officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Georgia Registrants:

(a) Allied Waste Hauling of Georgia, Inc., Allied Waste Industries of Georgia, Inc., Golden Waste Disposal, Inc., Price & Sons Recycling Company and S & S Recycling, Inc. are incorporated under the laws of Georgia.

Sections 14-2-850 et seq. of the Georgia Business Corporation Code authorize a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 14-2-202(b)(4) of the Georgia Business Corporation Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, subject to certain limitations. Section 14-2-842 of the Georgia Business Corporation Code provides that an officer shall not be liable to the corporation or to its shareholders for any action taken as an officer or any failure to take any action if such officer performed the duties of the office (i) in a manner he or she believes in good faith to be in the best

interests of the corporation and (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

The articles of incorporation of Price & Sons Recycling Company provide that no director of the corporation shall have personal liability to the corporation or its shareholders for monetary damages for breach of such director's duty of care or other duty as a director, except as required by the Georgia Business Corporation Code.

The bylaws of each of Price & Sons Recycling Company and S & S Recycling, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Price & Sons Recycling Company and S & S Recycling, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of each of Allied Waste Hauling of Georgia, Inc., Allied Waste Industries of Georgia, Inc. or Golden Waste Disposal, Inc.

(b) Central Virginia Properties, LLC, Gateway Landfill, LLC and Wayne Developers, LLC are organized as limited liability companies under the laws of Georgia.

Section 14-11-306 of the Georgia Limited Liability Company Act permits a limited liability company to indemnify a member, manager or other person under certain circumstances and subject to certain limitations.

The operating agreement of Gateway Landfill, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and the officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

There is no provision for indemnification or insurance in the certificate of formation or the operating agreement of Central Virginia Properties, LLC or Wayne Developers, LLC.

Idaho Registrants: Ada County Development Company, Inc., Allied Waste Services of Page, Inc., and American Sanitation, Inc. are incorporated under the laws of Idaho.

Sections 30-1-850 et seq. of the Idaho Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 30-1-202(2)(d) of the Idaho Business Corporation Act permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, subject to certain limitations. Section 30-1-842 of the Idaho Business Corporation Act provides that an officer shall not be liable to the corporation or to its shareholders for any decision to take or not to take action or any failure to take action as an officer if the duties of the office are performed (i) in good faith, (ii) with the care that a person in a like position would reasonably exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The articles of incorporation of American Sanitation, Inc. provide that no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages resulting from a breach of fiduciary duty as a director of the corporation, provided that such provision shall not eliminate or limit the liability of a director for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) any of those liabilities provided under 30-1-48 of the Idaho Business Corporation Act relating to unlawful dividends, repurchases or distributions of assets or (iv) any transaction from which the director derived an improper personal benefit.

The bylaws of each of Ada County Development Company, Inc. and American Sanitation, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director,

officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Ada County Development Company, Inc. and American Sanitation, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Allied Waste Services of Page, Inc.

Illinois Registrants:

(a) ADS of Illinois, Inc., Allied Waste Industries of Illinois, Inc., Arc Disposal Company, Inc., Area Disposal, Inc., Borrow Pit Corp., Brickyard Disposal & Recycling, Inc., CWI of Illinois, Inc., Environmental Reclamation Company, Fred Barbara Trucking Co., Inc., Illinois Landfill, Inc., Illinois Recycling Services, Inc., Illinois Valley Recycling, Inc., Ingrum Waste Disposal, Inc., Kankakee Quarry, Inc., LandComp Corporation, Lee County Landfill, Inc., Loop Recycling, Inc., Loop Transfer, Incorporated, Northlake Transfer, Inc., RCS, Inc., Roxana Landfill, Inc., Saline County Landfill, Inc., Shred – All Recycling Systems Inc., Southern Illinois Regional Landfill, Inc., Streator Area Landfill, Inc., Suburban Transfer, Inc., Suburban Warehouse, Inc., Tri-State Recycling Services, Inc. and Upper Rock Island County Landfill, Inc. are incorporated under the laws of Illinois.

Section 8.75 of the Illinois Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors, officers, employees and agents of the corporation under certain circumstances and subject to certain limitations.

Section 5/2.10(b)(3) of the Illinois Business Corporation Act permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, subject to certain limitations.

The articles of incorporation of ADS of Illinois, Inc. provide that, to the fullest extent permitted by the Illinois Business Corporation Act, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

The articles of incorporation of Borrow Pit Corp. provide that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 8.65 of the Illinois Business Corporation Act relating to unlawful distributions or (iv) any transaction from which the director derived an improper personal benefit.

The bylaws of each of ADS of Illinois, Inc., Arc Disposal Company, Inc., Area Disposal, Inc., Borrow Pit Corp., Brickyard Disposal & Recycling, Inc., CWI of Illinois, Inc., Environmental Reclamation Company, Fred Barbara Trucking Co., Inc., Illinois Recycling Services, Inc., Illinois Valley Recycling, Inc., Ingrum Waste Disposal, Inc., Kankakee Quarry, Inc., LandComp Corporation, Loop Recycling, Inc., Loop Transfer, Incorporated, Northlake Transfer, Inc., Roxana Landfill, Inc., Saline County Landfill, Inc., Shred – All Recycling Systems Inc., Southern Illinois Regional Landfill, Inc., Suburban Transfer, Inc., Suburban Warehouse, Inc., Tri-State Recycling Services, Inc. and Upper Rock Island County Landfill, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Illinois corporation registrants listed in the preceding paragraph also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and

maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of Illinois Landfill, Inc. provide that, to the extent not inconsistent with applicable law, every person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, agent or fiduciary of another entity, shall be indemnified by the corporation against all liability and reasonable expenses that may be incurred by him or her in connection with or resulting from any Claim: (i) if such person is successful with respect to the claim, (ii) if not successful, then if such person is determined to have: (1) conducted himself or herself in good faith; and (2) reasonably believed: (A) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interest; and (B) in all other cases, that his conduct was at least not opposed to the best interest of the corporation; and (3) in the case of any criminal proceeding, either: (A) had reasonable cause to believe his conduct was lawful; or (B) had no reasonable cause to believe his conduct was unlawful. The determination whether such person has met the required standards of conduct shall be made (i) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the board of directors consisting solely of two or more directors not at the time parties to the claim, and if such a committee cannot be constituted, then (iii) by the shareholders (but shares owned by or voted under the control of a director who is at the time a party to the claim may not be voted), and if there are no shareholders who are entitled to vote pursuant to the requirements of (iii) above, then (iv) by special legal counsel selected by a majority vote of the full board of directors. Expenses incurred by such person with respect to any claim shall be advanced by the corporation (by action of the board of directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if: (i) such person furnishes the corporation a written affirmation of his good faith belief that such person has met the standards of conduct specified in the bylaws of the corporation; and (ii) such person furnishes the corporation a written undertaking to repay the advance if it is ultimately determined that such person did not meet the specified standards of conduct; and (iii) the board of directors makes a determination that the facts then known would not preclude indemnification of such person.

The bylaws of each of RCS, Inc. and Streator Area Landfill, Inc. provide that the corporation shall have the power to indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such persons shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that,

despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Any determination to indemnify such person shall be made: (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, as a director, officer, employee or agent of another entity or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Allied Waste Industries of Illinois, Inc. or Lee County Landfill, Inc.

(b) Liberty Waste Service of Illinois, L.L.C. is organized as a limited liability company under the laws of Illinois.

Section 15-7(a) of the Illinois Limited Liability Company Act authorizes a limited liability company to indemnify a member or manager under certain circumstances and subject to certain limitations.

The operating agreement of Liberty Waste Service of Illinois, L.L.C. provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors and the officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Indiana Registrants:

(a) Allied Waste Industries of Northwest Indiana, Inc., DTC Management, Inc. and Wastehaul, Inc. are incorporated under the laws of Indiana.

Section 23-1-37 of the Indiana Business Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers, directors, agents and employees of the corporation under certain circumstances and subject to certain limitations.

Section 23-1-35-1(e) of the Indiana Business Corporation Law provides that a director shall not be liable for any action taken as a director or any failure to take any action, regardless of the nature of the alleged breach of duty unless (i) the director has breached or failed to perform the duties of the director's office (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (3) in a manner the director reasonably believes to be in the best interests of the corporation and (ii) the breach or failure to perform constitutes willful misconduct or recklessness.

The articles of incorporation of DTC Management, Inc. provide for indemnification to the fullest extent permissible by law.

The bylaws of Allied Waste Industries of Northwest Indiana, Inc. provide for indemnification for any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, agent or fiduciary of another foreign or domestic entity that may be incurred by him or her in connection with or resulting from any claim as long as such person acted in good faith and reasonably believed that his or her conduct was in the best interest of (in the case of conduct in his or her official capacity with the corporation) or not opposed to (in all other cases) the best interest of the corporation. In the case of any criminal proceeding, such person must have had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. The determination whether such person has met the required standards of conduct shall be made (i) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the claim, and if such a quorum cannot be obtained; then (ii) by majority vote of a committee duly designated by the board of directors consisting solely of two or more directors not at the time parties to the claim; and if such a committee cannot be constituted; then (iii) by the shareholders, and if there are no shareholders who are not also directors who are a party to the claim; then (iv) by special legal counsel selected by a majority vote of the full board of directors (in which selection, a director who is a party to the claim may participate). Expenses incurred by such person may be advanced by the corporation prior to the final disposition of the claim under certain circumstances.

The bylaws of DTC Management, Inc. and Wastehaul, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of DTC Management, Inc. and Wastehaul, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any

person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Agricultural Acquisitions, LLC is organized as a limited liability company under the laws of Indiana.

Section 23-18-2-2(14) of the Indiana Business Flexibility Act permits a limited liability company to indemnify a member, manager, agent or employee of the corporation under certain circumstances and subject to certain limitations.

Section 23-18-4-2(a) of the Indiana Business Flexibility Act provides that, unless otherwise provided in a written operating agreement, a member or manager shall not be liable for damages to the limited liability company or to the members of the limited liability company for any action taken or failure to act on behalf of the limited liability company, unless the act or omission constitutes willful misconduct or recklessness.

The operating agreement of Agricultural Acquisitions, LLC provides that the company shall indemnify any member or manager and may indemnify any employee or other agent of the company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (other than an action by or in the right of the company) by reason of the fact that such member, manager, employee or other agent of the company operates in that capacity, against all expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding. Such indemnification will only be provided if such person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner that such person reasonably believed to be in the best interest of the company and, with respect to a criminal action or proceeding, if such person had no reasonable cause to believe that the person's conduct was unlawful.

(c) Benton County Development Company, Clinton County Landfill Partnership, County Line Landfill Partnership, Illiana Disposal Partnership, Jasper County Development Company Partnership, Key Waste Indiana Partnership, Lake County C & D Development Partnership, Newton County Landfill Partnership, Springfield Environmental General Partnership, Tippecanoe County Waste Services Partnership and Warrick County Development Company are organized as general partnerships under the laws of Indiana.

Section 23-4-1-18(b) of the Indiana Uniform Partnership Act authorizes a general partnership to indemnify partners under certain circumstances and subject to certain limitations.

There is no provision for indemnification or insurance in the partnership agreements of any of the Indiana general partnership registrants.

Iowa Registrants:

(a) Jetter Disposal, Inc. is incorporated under the laws of Iowa.

Division VIII, Part E of the Iowa Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 490.831(1) provides that a director shall not be liable to the corporation or its shareholders for any decision as a director to take or not to take action or any failure to take any action unless the challenged conduct was

the result of (i) action not in good faith, (ii) a decision that the director did not reasonably believe to be in the best interests of the corporation or (iii) a decision as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances. Section 490.842(3) provides that an officer shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action if the duties of the officer are performed (i) in good faith, (ii) with the care that a person in a like position would reasonably exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

The bylaws of Jetter Disposal, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of Jetter Disposal, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Allied Waste Transfer Services of Iowa, LLC is organized as a limited liability company under the laws of Iowa.

Section 490A.202(17) of the Iowa Limited Liability Company Act permits a limited liability company to indemnify a member, manager or other person, as provided in an operating agreement.

Section 490A.706(4) of the Iowa Limited Liability Company Act provides that a manager shall not be liable for any action taken as a manager or any failure to take any action if the manager performed the duties of the manager's office in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner the manager believes to be in the best interests of the limited liability company.

The operating agreement of Allied Waste Transfer Services of Iowa, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and the officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Kansas Registrants: American Disposal Services of Kansas, Inc., Resource Recovery, Inc. and Sunset Disposal, Inc. are incorporated under the laws of Kansas.

Section 17-6305 of the General Corporation Code of Kansas authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

The bylaws of each of the Kansas corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Kansas corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay

such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

Kentucky Registrants:

(a) Republic Services of Kentucky, LLC is organized as a limited liability company under the laws of Kentucky.

Section 275.180 of the Kentucky Limited Liability Company Act permits a limited liability company to indemnify a member or manager of the company under certain circumstances and subject to certain limitations.

Section 274.170(1) of the Kentucky Limited Liability Company Act provides that, unless otherwise provided in a written operating agreement, a member or manager shall not be liable, responsible or accountable in damages or otherwise to a limited liability company for any action taken or failure to act on behalf of the limited liability company unless the act or omission constitutes wanton or reckless misconduct.

There is no provision for indemnification or insurance in the certificate of formation or operating agreement of Republic Services of Kentucky, LLC.

(b) Benson Valley Landfill General Partnership, Blue Ridge Landfill General Partnership, Green Valley Landfill General Partnership and Morehead Landfill General Partnership are organized as general partnerships under the laws of Kentucky.

Section 362.235 of the Kentucky Uniform Partnership Act authorizes a general partnership to indemnify partners under certain circumstances and subject to certain limitations.

There is no provision for indemnification or insurance in the partnership agreement of any of the Kentucky general partnership registrants.

Louisiana Registrants: Crescent Acres Landfill, LLC, Frontier Waste Services of Louisiana L.L.C., Jefferson Parish Development Company, LLC and St. Bernard Parish Development Company, LLC are organized as limited liability companies under the laws of Louisiana.

Section 12:1315(2) of the Louisiana Limited Liability Company Act permits a limited liability company to indemnify a member or manager of the company under certain circumstances and subject to certain limitations.

Section 12:1314 of the Louisiana Limited Liability Company Act provides that a manager or managing member shall not be liable for any action taken on behalf of the limited liability company or any failure to take any action if he or she performed the duties of his or her office in good faith, with the diligence, care, judgment, and skill which an ordinary prudent person in a like position would exercise under similar circumstances.

The operating agreement of Frontier Waste Services of Louisiana L.L.C. provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided,

however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of each of Crescent Acres Landfill, LLC, Jefferson Parish Development Company, LLC and St. Bernard Parish Development, LLC provides for identical indemnification as described in the preceding paragraph, except that such indemnification is also provided to the directors of the sole member of the company.

Maryland Registrants:

(a) Browning-Ferris, Inc., Calvert Trash Systems, Incorporated and Honeygo Run Reclamation Center, Inc. are incorporated under the laws of Maryland.

Section 2-418 of the Maryland General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 2-405.1 of the Maryland General Corporation Law and Section 5-417 of the Maryland Courts and Judicial Proceedings Article provide that a director shall have no liability by reason of being or having been a director of a corporation if such director performs his or her duties (i) in good faith, (ii) in a manner he or she reasonably believes to be in the best interests of the corporation and (iii) with the care that an ordinarily prudent person in a like position would use under similar circumstances.

The bylaws of each of the Maryland corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Maryland corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a

threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Prince George's County Landfill, LLC is organized as a limited liability company under the laws of Maryland.

Section 4A-203 of the Maryland Limited Liability Company Act permits a limited liability company to indemnify a member, agent or employee of the company under certain circumstances and subject to certain limitations.

The operating agreement of Prince George's County Landfill, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Massachusetts Registrants:

(a) Allied Acquisition Two, Inc., Atlantic Waste Holding Company, Inc., Browning-Ferris Industries, Inc., F. P. McNamara Rubbish Removal, Inc. and Vining Disposal Service, Inc. are incorporated under the laws of Massachusetts.

Sections 8.50 et seq. of the Massachusetts Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 8.30 of the Massachusetts Business Corporation Act provides that a director shall not be liable for any action taken as a director, or any failure to take any action, if such director performed the duties of the office (i) in good faith, (ii) with the care that a person in a like position would reasonably believe appropriate under similar circumstances and (iii) in a manner such director reasonably believes to be in the best interests of the corporation. Section 8.42 of the Massachusetts Business Corporation Act provides that an officer shall not be liable to the corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action as an officer if the duties of the officer are performed (i) in good faith, (ii) with the care that a person in a like position would reasonable exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The bylaws of each of Allied Acquisition Two, Inc., Atlantic Waste Holding Company, Inc., Browning-Ferris Industries, Inc. and F. P. McNamara Rubbish Removal, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments,

finances and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Allied Acquisition Two, Inc., Atlantic Waste Holding Company, Inc., Browning-Ferris Industries, Inc. and F. P. McNamara Rubbish Removal, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of Vining Disposal Service, Inc. provide that the corporation shall indemnify and hold harmless each person, now or hereafter an officer or director of the corporation, from and against any and all claims and liabilities to which such person may be or become subject by reason of such person being or having been an officer or a director of the corporation or by reason of such person's alleged acts or omissions as an officer or director of the corporation. The corporation shall indemnify and reimburse each such officer and director against and for any and all legal and other expenses reasonably incurred by such person in connection with any such claims and liabilities, except with respect to any matters to which such officer or director shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the corporation. The corporation shall similarly indemnify and hold harmless persons who serve at the corporation's request as directors or officers of another organization in which the corporation owns shares or of which it is a creditor.

(b) Allied Waste Services of Massachusetts, LLC, BFI Transfer Systems of Massachusetts, LLC and BFI Waste Systems of Massachusetts, LLC are organized as limited liability companies under the laws of Massachusetts.

Section 8 of the Massachusetts Limited Liability Company Act permits a limited liability company to indemnify a member, manager or any other person under certain circumstances and subject to certain limitations.

The operating agreement of each of the Massachusetts limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Michigan Registrants:

(a) Adrian Landfill, Inc., Central Sanitary Landfill, Inc., Citizens Disposal, Inc., City-Star Services, Inc., Clarkston Disposal, Inc., Dinverno, Inc., Eagle Industries Leasing, Inc., FLL, Inc., G. Van Dyken Disposal Inc., Harland's Sanitary Landfill, Inc., Oakland Heights Development, Inc., Reliable Disposal, Inc., Royal Holdings, Inc., Sanitary Disposal Service, Inc., Sauk Trail Development, Inc., Standard Disposal Services, Inc., Standard Environmental Services, Inc., Tay-Ban Corporation and Tri-County Refuse Service, Inc. are incorporated under the laws of Michigan.

Sections 450.1651 et seq. of the Michigan Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 450.1209 of the Michigan Business Corporation Act permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director under certain circumstances and subject to certain limitations.

The articles of incorporation of Central Sanitary Landfill, Inc. provide that the corporation shall indemnify any director of the corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director, or is or was serving at the request of the corporation in another capacity, to the fullest extent permitted (in the absence of rights granted under the articles of incorporation, bylaws or contractual rights) by the Michigan Business Corporation Act.

The articles of incorporation of Central Sanitary Landfill, Inc. also provide that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, except for liability arising from (i) a breach of the director's duty of loyalty to the corporation or its shareholders, (ii) an act or omission not in good faith or that involves intentional misconduct or knowing violation of law, (iii) a violation of Section 551(1) of the Michigan Business Corporation Act relating to unlawful dividends, distributions or loans or (iv) a transaction from which such director derived an improper personal benefit.

The articles of incorporation of each of Citizens Disposal, Inc. and Clarkston Disposal, Inc. provide that no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for a breach of the director's fiduciary duty.

The articles of incorporation of Oakland Heights Development, Inc. provide that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, except for liability arising from (i) a breach of the director's duty of loyalty to the corporation or its shareholders, (ii) an act or omission not in good faith or that involves intentional misconduct or knowing violation of law, (iii) a violation of Section 551(1) of the Michigan Business Corporation Act relating to unlawful

dividends, distributions or loans, (iv) a transaction from which such director derived an improper personal benefit or (v) an act or omission occurring prior to the date that the articles of incorporation of the company became effective.

The bylaws of each of Adrian Landfill, Inc., Central Sanitary Landfill, Inc., Citizens Disposal, Inc., City-Star Services, Inc., Clarkston Disposal, Inc., Dinverno, Inc., Eagle Industries Leasing, Inc., FLL, Inc., Harland's Sanitary Landfill, Inc., Reliable Disposal, Inc., Sauk Trail Development, Inc., Standard Disposal Services, Inc., Standard Environmental Services, Inc., Tay-Ban Corporation and Tri-County Refuse Service, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Adrian Landfill, Inc., Central Sanitary Landfill, Inc., Citizens Disposal, Inc., City-Star Services, Inc., Clarkston Disposal, Inc., Dinverno, Inc., Eagle Industries Leasing, Inc., FLL, Inc., Harland's Sanitary Landfill, Inc., Reliable Disposal, Inc., Sauk Trail Development, Inc., Standard Disposal Services, Inc., Standard Environmental Services, Inc., Tay-Ban Corporation and Tri-County Refuse Service, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of each of G. Van Dyken Disposal Inc. and Oakland Heights Development, Inc. provide that the corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened,

pending, or completed action, suit, or proceeding (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another entity or other enterprise against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders and, with respect to a criminal action or proceeding, the person had no reasonable cause to believe his or her conduct was unlawful. The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another entity or other enterprise, whether for profit or not for profit, against expenses, including attorney fees and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. Indemnification shall not be made for a claim, issue or matter in which the person shall have been found liable to the corporation except to the extent authorized by statute.

The bylaws of each of G. Van Dyken Disposal Inc. and Oakland Heights Development, Inc. also provide that (unless compelled by a court) indemnification may be made by the corporation only as authorized in the specified case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth above. This determination shall be made by (i) a majority vote of a quorum of the board of directors consisting of the directors who are not parties or threatened to be made parties to the claim, (ii) if a quorum cannot be obtained, by majority vote of a committee duly designated by the board or (iii) by independent legal counsel in a written opinion, or (iv) by all independent directors who are not parties or threatened to be made parties to the claim or (v) by the shareholders, but shares held by directors, officers, employees or agents who are parties or threatened to be made parties to the claim may not be voted. The corporation may advance expenses incurred by a director, officer, employee or agent before final disposition of a proceeding in certain circumstances. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of Royal Holdings, Inc. provide that any person made a party to any action, suit or proceeding by reason of the fact that such person is or was a director, officer or employee of the corporation, or of any corporation in which such person served as such at the request of the corporation, shall be indemnified by the corporation against the reasonable expenses (including attorney's fees) actually and necessarily incurred by such person in connection with the defense of such action, suit or proceedings or in connection with any appeal therein; provided that such indemnification shall not be available in relation to matters as to which it was adjudged in such action, suit or proceeding or in connection with any appeal therein, that such person is liable for negligence or misconduct in the performance of such person's duties.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Sanitary Disposal Service, Inc.

(b) Allied Waste Systems of Michigan, LLC, C & C Expanded Sanitary Landfill, LLC, Republic Services of Michigan Hauling, LLC, Republic Services of Michigan I, LLC, Republic Services of Michigan II, LLC,

Republic Services of Michigan III, LLC, Republic Services of Michigan IV, LLC and Republic Services of Michigan V, LLC are organized as limited liability companies under the laws of Michigan.

Section 450.4408 of the Michigan Limited Liability Company Act permits a limited liability company to indemnify managers of the company under certain circumstances and subject to certain limitations.

Section 450.4404 of the Michigan Limited Liability Company Act provides that a manager shall not be liable for an action taken as a manager or the failure to take an action if such manager performs the duties of his or her office in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner he or she reasonably believes to be in the best interests of the limited liability company.

The operating agreement of each of Allied Waste Systems of Michigan, LLC and C & C Expanded Sanitary Landfill, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

There is no provision for indemnification or insurance in the certificate of formation or the operating agreement of Republic Services of Michigan Hauling, LLC, Republic Services of Michigan I, LLC, Republic Services of Michigan II, LLC, Republic Services of Michigan III, LLC, Republic Services of Michigan IV, LLC or Republic Services of Michigan V, LLC.

Minnesota Registrant: Woodlake Sanitary Service, Inc. is incorporated under the laws of Minnesota.

Section 302A.521 of the Minnesota Business Corporation Act authorizes indemnification of officers, directors, members of committees of the board of directors and employees of the corporation under certain circumstances and subject to certain limitations.

Section 302A.251(1) of the Minnesota Business Corporation Act provides that a director shall not be liable by reason of being or having been a director of the corporation if the director performs his or her duties (i) in good faith, (ii) in a manner the director reasonably believes to be in the best interests of the corporation and (iii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

The bylaws of Woodlake Sanitary Service, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that

no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of Woodlake Sanitary Service, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

Mississippi Registrants:

(a) Mississippi Waste Paper Company is incorporated under the laws of Mississippi.

Subarticle E of Article 8 of the Mississippi Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 79-4-8.31 of the Mississippi Business Corporation Act provides that a director shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action as a director unless the challenged conduct consisted or was the result of (i) action not in good faith, (ii) a decision (1) which the director did not reasonably believe to be in the best interests of the corporation or (2) as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances, (iii) a lack of objectivity or independence, (iv) a sustained failure of the director to be informed about the business and affairs of the corporation or (v) receipt of a financial benefit to which the director was not entitled. Section 79-4-8.42 of the Mississippi Business Corporation Act provides that an officer shall not be liable to the corporation or its shareholder for any decision to take or not to take action, or any failure to take any action as an officer so long as the duties of the office are performed (i) in good faith, (ii) with the care that a person in a like position would reasonably exercise under similar circumstances and (iii) in a manner the officer reasonably believes to be in the best interests of the corporation.

The bylaws of Mississippi Waste Paper Company provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action,

suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of Mississippi Waste Paper Company also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Hancock County Development Company, LLC, Harrison County Landfill, LLC and Jackson County Landfill, LLC are organized as limited liability companies under the laws of Mississippi.

Section 79-29-110 of the Mississippi Limited Liability Company Act authorizes a court to award, or a limited liability company to grant, indemnity to a member, manager or agent of the company under certain circumstances and subject to certain limitations.

Section 79-29-402 of the Mississippi Limited Liability Company Act provides that a manager of a limited liability company shall not be liable for any action taken as a manger or any failure to take any action if the manager performed the duties of the office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interest of the limited liability company.

The operating agreement of each of the Mississippi limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act

or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Missouri Registrants:

(a) Autoshred, Inc., Belleville Landfill, Inc., CWI of Missouri, Inc., Rock Road Industries, Inc., Tate's Transfer Systems, Inc. and Thomas Disposal Service, Inc. are incorporated under the laws of Missouri.

Section 351.355 of the General and Business Corporation Law of Missouri authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

The bylaws of each of Autoshred, Inc., CWI of Missouri, Inc., Rock Road Industries, Inc. and Tate's Transfer Systems, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Autoshred, Inc., CWI of Missouri, Inc., Rock Road Industries, Inc. and Tate's Transfer Systems, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of Thomas Disposal Service, Inc. provide that each director or officer or former director or former officer of the corporation shall be indemnified by the corporation against liabilities, expenses, counsel fees and costs reasonably incurred by such person in connection with, or arising out of, any action, suit, proceeding or claim in which such person is made a party by reason of being or having been such director or officer of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Belleville Landfill, Inc.

(b) Missouri City Landfill, LLC and St. Joseph Landfill, LLC are organized as limited liability companies under the laws of Missouri.

The Missouri Limited Liability Company Act is silent as to indemnification.

Section 347.088(1) of the Missouri Limited Liability Company Act provides that, except as otherwise provided in the operating agreement, a manager or member-manager shall not be liable for any action taken or any failure to take action if he or she performs his duties in good faith, with the care a corporate officer of like position would exercise under similar circumstances and in the manner a reasonable person would believe to be in the best interest of the limited liability company.

The operating agreement of each of the Missouri limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Montana Registrant: Allied Waste Systems of Montana, LLC is organized as a limited liability company under the laws of Montana.

Section 35-8-107(12) of the Montana Limited Liability Company Act permits a Montana limited liability company to indemnify a member, agent or employee of the company under certain circumstances and subject to certain limitations.

The operating agreement of Allied Waste Systems of Montana, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Nebraska Registrant: Oscar's Collection System of Fremont, Inc. is incorporated under the laws of Nebraska.

Sections 21-20, 102 et seq. of the Nebraska Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Sections 21-2095(4) and 21-2099(4) of the Nebraska Business Corporation Act provide that a director or officer of a corporation shall not be liable for any action taken as a director or officer or any failure to take any action if he or she performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a

like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Oscar's Collection System of Fremont, Inc.

Nevada Registrants: Browning-Ferris Industries Chemical Services, Inc., Republic Dumpco, Inc., Republic Environmental Technologies, Inc. and Republic Silver State Disposal, Inc. are incorporated under the laws of Nevada.

Section 78.7502 of the General Corporation Law of Nevada authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 78.138(7) of the General Corporation Law of Nevada provides that, unless the articles of incorporation or an amendment thereto filed after October 1, 2003 provide for greater individual liability, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in such person's capacity as a director or officer unless it is proven that (i) such person's act or failure to act constituted a breach of his or her fiduciary duties as a director or officer and (ii) such person's breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

The bylaws of each of the Nevada corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Nevada corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition

of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

New Jersey Registrants:

(a) Allied Waste of New Jersey, Inc., American Materials Recycling Corp., Automated Modular Systems, Inc., BFI Energy Systems of Essex County, Inc., BFI Transfer Systems of New Jersey, Inc., BFI Waste Systems of New Jersey, Inc., Browning-Ferris Industries of New Jersey, Inc., Louis Pinto & Son, Inc., Sanitation Contractors, Newco Waste Systems of New Jersey, Inc., Tom Luciano's Disposal Service, Inc. and Total Solid Waste Recyclers, Inc. are incorporated under the laws of New Jersey.

Section 14A:3-5 of the Business Corporation Act of New Jersey authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 14A:2-7(3) of the New Jersey Business Corporation Act permits a corporation to provide in its articles of incorporation that a director or officer of the corporation shall not be personally liable to the corporation or its shareholders for damages for any breach of duty owed to the corporation or its shareholders, subject to certain limitations.

The articles of incorporation of American Materials Recycling Corp. provide for indemnification of all corporate agents to the fullest extent permitted by the Business Corporation Act of New Jersey.

The articles of incorporation of American Material Recycling Corp. also provide that the personal liability of the directors of the corporation are eliminated to the fullest extent permitted by the Business Corporation Act of New Jersey.

The bylaws of each of American Materials Recycling Corp., Automated Modular Systems, Inc., BFI Energy Systems of Essex County, Inc., BFI Transfer Systems of New Jersey, Inc., BFI Waste Systems of New Jersey, Inc., Browning-Ferris Industries of New Jersey, Inc., Louis Pinto & Son, Inc., Sanitation Contractors, Newco Waste Systems of New Jersey, Inc., Tom Luciano's Disposal Service, Inc. and Total Solid Waste Recyclers, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense

or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of American Materials Recycling Corp., Automated Modular Systems, Inc., BFI Energy Systems of Essex County, Inc., BFI Transfer Systems of New Jersey, Inc., BFI Waste Systems of New Jersey, Inc., Browning-Ferris Industries of New Jersey, Inc., Louis Pinto & Son, Inc., Sanitation Contractors, Newco Waste Systems of New Jersey, Inc., Tom Luciano's Disposal Service, Inc. and Total Solid Waste Recyclers, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Allied Waste of New Jersey, Inc.

(b) Allied Transfer Systems of New Jersey, LLC and Allied Waste Systems of New Jersey, LLC are organized as limited liability companies under the laws of New Jersey.

Section 42:2B-10 of the New Jersey Limited Liability Company Act permits a limited liability company to indemnify a member, manager or other person from and against any and all claims and demands whatsoever.

The operating agreement of each of the New Jersey limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

New Mexico Registrant: Allied Waste Industries (New Mexico), Inc. is incorporated under the laws of New Mexico.

Section 53-11-4.1 of the New Mexico Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

The bylaws of Allied Waste Industries (New Mexico), Inc. provide for indemnification for any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, agent or fiduciary of another foreign or domestic entity that may be incurred by him or her in connection with or resulting from any claim as long as such person acted in good faith and reasonably believed that his or her conduct was in the best interest of (in the case of conduct in his or her official capacity with the corporation) or not opposed to (in all other cases) the best interest of the corporation. In the case of any criminal proceeding, such person must have had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. The determination whether such person has met the required standards of conduct shall be made (i) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the claim, and if such a quorum cannot be obtained; then (ii) by majority vote of a committee duly designated by the board of directors consisting solely of two or more directors not at the time parties to the claim; and if such a committee cannot be constituted; then (iii) by the shareholders, and if there are no shareholders who are not also directors who are a party to the claim; then (iv) by special legal counsel selected by a majority vote of the full board of directors (in which selection, a director who is a party to the claim may participate). Expenses incurred by such person may be advanced by the corporation prior to the final disposition of the claim under certain circumstances.

New York Registrants:

(a) Allied Waste of Long Island, Inc., American Transfer Company, Inc., Browning-Ferris Industries of New York, Inc., CECOS International, Inc., Island Waste Services Ltd., Tricil (N.Y.), Inc. and Waste Services of New York, Inc. are incorporated under the laws of New York.

Article 7 of the New York Business Corporations Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer or director of the corporation under certain circumstances and subject to certain limitations.

Section 402(b) of the New York Business Corporations Law permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for damages for any breach of duty in his or her capacity as director, subject to certain limitations.

The articles of incorporation of each of Allied Waste of Long Island, Inc. and Waste Services of New York, Inc. provide that no director shall be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity, except that this provision shall not eliminate or limit the liability of any director if a judgment or other final adjudication adverse to such director establishes that such director's act or omissions (i) were in bad faith, (ii) involved intentional misconduct or a knowing violation of law, (iii) were such that such director personally gained a financial profit or other advantage to which such director was not legally entitled or (iv) that such director's acts violated Section 719 of the New York Business Corporations Law relating to an unlawful dividend, repurchase or distribution of assets, nor shall this provision eliminate or limit the liability of any director for any act or omission prior to the adoption of this provision.

The bylaws of each of Allied Waste of Long Island, Inc., American Transfer Company, Inc., Browning-Ferris Industries of New York, Inc. and CECOS International, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no

reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws Allied Waste of Long Island, Inc., American Transfer Company, Inc., Browning-Ferris Industries of New York, Inc. and CECOS International, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of Tricil (N.Y.), Inc. provide that the corporation shall indemnify any person made or threatened to be made a party to any action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation, or of any other corporation which such person served as such at the request of the corporation, against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, to the fullest extent and in the manner set forth in and permitted by the New York Business Corporations Law. The board of directors, in its discretion, shall have the power to purchase and maintain insurance in accordance with the New York Business Corporations Law.

There is no provision for indemnification or insurance in the bylaws of Island Waste Services Ltd. or Waste Services of New York, Inc.

(b) Allied Waste Niagara Falls Landfill, LLC, Allied Waste Transfer Services of New York, LLC, Menands Environmental Solutions, LLC and Wayne County Land Development, LLC are organized as limited liability companies under the laws of New York.

Section 420 of the New York Limited Liability Company Law authorizes a limited liability company to indemnify any member, manager or other person under certain circumstances and subject to certain limitations.

Section 409(c) of the New York Limited Liability Company Law provides that a manager shall have no liability by reason of being or having been a manager of a limited liability company if the manager performs his or her duties in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

The operating agreement of each of the New York limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

North Carolina Registrants:

(a) Lake Norman Landfill, Inc. and Republic Services Real Estate Holding, Inc. are incorporated under the laws of North Carolina.

Part 5 of Article 8 of the North Carolina Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 55-2-02(b)(3) of the North Carolina Business Corporation Act permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable in an action by or in the right of the corporation for monetary damages for any breach of duty as a director under certain circumstances and subject to certain limitations. Sections 55-8-30(d) and 55-8-42(d) provide that a director or officer of a corporation shall not be liable for any action taken as a director or officer or any failure to take any action if he performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

The articles of incorporation of Lake Norman Landfill, Inc. provide that, to the fullest extent permitted by the North Carolina Business Corporation Act, no person who is serving or has served as a director of the corporation shall be liable to the corporation nor to any of its shareholders for monetary damages for breach of duty as a director.

The bylaws of each of the North Carolina corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and

in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the North Carolina corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Allied Waste Systems of North Carolina, LLC, Allied Waste Transfer Services of North Carolina, LLC and Republic Services of North Carolina, LLC are organized as limited liability companies under the laws of North Carolina.

Sections 53C-3-31 and 53C-3-32 of the North Carolina Limited Liability Company Act authorize a limited liability company to indemnify a member, manager, director or executive of the company under certain circumstances and subject to certain limitations.

Section 57C-3-22(d) of the North Carolina Limited Liability Company Act provides that a manager shall not be liable for any action taken as a manager or any failure to take any action if the manager performs the duties of his or her office (i) in good faith, (ii) with the care an ordinary prudent person in a like position would exercise under similar circumstances and (iii) in the manner the manager reasonably believes to be in the best interests of the limited liability company.

The operating agreement of each of Allied Waste Systems of North Carolina, LLC and Allied Waste Transfer Services of North Carolina, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

There is no provision for indemnification or insurance in the certificate of formation or the operating agreement of Republic Services of North Carolina, LLC.

Ohio Registrants:

(a) Celina Landfill, Inc., Cherokee Run Landfill, Inc., Dempsey Waste Systems II, Inc., Noble Road Landfill, Inc., Ohio Republic Contracts, Inc., Port Clinton Landfill, Inc., Preble County Landfill, Inc., R.C. Miller Enterprises, Inc., R.C. Miller Refuse Service Inc., Ross Bros. Waste & Recycling Co., The Ecology Group, Inc. and Williams County Landfill Inc. are incorporated under the laws of Ohio.

Section 1701.13(E) of the Ohio General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 1701.59(D) of the Ohio General Corporation Law provides that, unless otherwise provided in the articles of incorporation or bylaws, a director shall be liable in damages for any action that the director takes or fails to take as a director only if it is proved by clear and convincing evidence in a court of competent jurisdiction that the director's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

The articles of incorporation of R.C. Miller Enterprises, Inc. provide that the corporation shall indemnify and hold harmless each person who shall serve at any time as a director or officer of the corporation from and against any and all claims and liabilities to which such person shall become subject by reason of his or her having been a director or officer of the corporation, or by reason of any action alleged to have been taken or omitted by him or her as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by such person in connection with any such claim or liability; provided, however, that no such person shall be indemnified against or be reimbursed for any expense incurred arising out of such person's own negligence or willful misconduct.

The bylaws of Celina Landfill, Inc. provide that each director, officer and non-officer employee of the corporation shall be indemnified by the corporation against the costs and expenses reasonably incurred by such person in connection with the defense of any action, suit or proceeding to which such person is made a party by reason of being or having been a director, officer or non-officer employee of the corporation, except with respect to matters as to which such person shall be adjudged in such action to be liable for dereliction or negligence in the performance of such person's duties as director, officer or non-officer employee.

The bylaws of Cherokee Run Landfill, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action threatened or instituted directly by the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit which is threatened or instituted by the corporation directly (rather than a derivative action in the right of the corporation) to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with such action or suit of such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless

and only to the extent that the Court of Common Pleas of Madison County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

The bylaws of Cherokee Run Landfill, Inc. also provide that, to the extent that a director, trustee, officer, employee or agent has been successful on the merits or otherwise in defense of any such action, suit or proceeding or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, or agent of another entity or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the bylaws of the corporation.

The bylaws of each of Dempsey Waste Systems II, Inc., Noble Road Landfill, Inc., Ohio Republic Contracts, Inc., Port Clinton Landfill, Inc., Preble County Landfill, Inc., R.C. Miller Enterprises, Inc., R.C. Miller Refuse Service Inc., Ross Bros. Waste & Recycling Co., The Ecology Group, Inc. and Williams County Landfill Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Dempsey Waste Systems II, Inc., Noble Road Landfill, Inc., Ohio Republic Contracts, Inc., Port Clinton Landfill, Inc., Preble County Landfill, Inc., R.C. Miller Enterprises, Inc., R.C. Miller Refuse Service Inc., Ross Bros. Waste & Recycling Co., The Ecology Group, Inc. and Williams County Landfill Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking

by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Allied Waste Transfer Services of Lima, LLC, AWIN Leasing II, LLC, Carbon Limestone Landfill, LLC, County Environmental Landfill, LLC, County Land Development Landfill, LLC, General Refuse Service of Ohio, L.L.C., Lorain County Landfill, LLC, Lucas County Landfill, LLC, Republic Ohio Contracts, LLC, Republic Services of Ohio Hauling, LLC, Republic Services of Ohio I, LLC, Republic Services of Ohio II, LLC, Republic Services of Ohio III, LLC and Republic Services of Ohio IV, LLC are organized as limited liability companies under the laws of Ohio.

Section 1705.32 of the Ohio Revised Code authorizes a court to award, or a limited liability company to grant, indemnity to a manager, officer, employee or agent of the company under certain circumstances and subject to certain limitations.

Section 1705.29(D) of the Ohio Revised Code provides that, unless otherwise provided in the articles of incorporation or operating agreement, a manager of a limited liability company shall be liable for damages for any action that such manager takes or fails to take as a manager only if it is proved by clear and convincing evidence in a court with jurisdiction that his action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the company or undertaken with reckless disregard for the best interests of the company.

The operating agreement of each of AWIN Leasing II, LLC and General Refuse Service of Ohio, L.L.C. provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of each of Allied Waste Transfer Services of Lima, LLC, Carbon Limestone Landfill, LLC, County Environmental Landfill, LLC, County Land Development Landfill, LLC, Lorain County Landfill, LLC and Lucas County Landfill, LLC provides for identical indemnification as described in the preceding paragraph, except that such indemnification is also provided to the directors of the sole member of the company.

There is no provision for indemnification or insurance in the certificate of formation or the operating agreement of Republic Ohio Contracts, LLC, Republic Services of Ohio Hauling, LLC, Republic Services of Ohio I, LLC, Republic Services of Ohio II, LLC, Republic Services of Ohio III, LLC or Republic Services of Ohio IV, LLC.

Oklahoma Registrants:

(a) ADS, Inc., Allied Waste Services of Stillwater, Inc., American Disposal Services of Missouri, Inc. and Pittsburg County Landfill, Inc. are incorporated under the laws of Oklahoma.

Section 1031 of the Oklahoma General Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 1006(B)(7) of the Oklahoma General Corporation Act permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any breach of a fiduciary duty as a director, subject to certain limitations.

The certificate of incorporation of each of ADS, Inc., American Disposal Services of Missouri, Inc. and Pittsburg County Landfill, Inc. provides that, to the fullest extent permitted by the Oklahoma General Corporation Act, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

The bylaws of each of the Oklahoma corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Oklahoma corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) BFI Waste Systems of Oklahoma, LLC and Oklahoma City Landfill, L.L.C. are organized as limited liability companies under the laws of Oklahoma.

Section 2003 and 2017 of the Oklahoma Limited Liability Act permit a limited liability company to indemnify a member, manager, agent or employee of the company under certain circumstances and subject to certain limitations.

Section 2016(4) of the Oklahoma Limited Liability Company Act provides that a manager shall not be liable for any action taken as a manager or any failure to take any action if the manager performed the duties of the office in compliance with the business judgment rule as applied in Oklahoma to directors and officers of a corporation.

The operating agreement of BFI Waste Systems of Oklahoma, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The operating agreement of Oklahoma City Landfill, L.L.C. provides for identical indemnification as described in the preceding paragraph, except that such indemnification is also provided to the directors of the sole member of the company.

Oregon Registrants:

(a) Agri-Tech, Inc. of Oregon, Albany – Lebanon Sanitation, Inc., Bio-Med of Oregon, Inc., Capitol Recycling and Disposal, Inc., Corvallis Disposal Co., Dallas Disposal Co., Grants Pass Sanitation, Inc., Keller Drop Box, Inc., McInnis Waste Systems, Inc., Peltier Real Estate Company, Portable Storage Co., Rossman Sanitary Service, Inc., Source Recycling, Inc., United Disposal Service, Inc., Valley Landfills, Inc., Waste Control Systems, Inc., WDTR, Inc. and Willamette Resources, Inc. are incorporated under the laws of Oregon.

Sections 60.387 et seq. of the Oregon Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 60.047(2)(d) of the Oregon Business Corporation Act permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, subject to certain limitations. Sections 60.357 and 60.377 of the Oregon Business Corporation Act provide that a director or officer of a corporation shall not be liable for any action taken as a director or officer or any failure to take any action if he or she performed the duties of the office in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner he or she reasonably believes to be in the best interests of the corporation.

The articles of incorporation of each of Agri-Tech, Inc. of Oregon, Albany – Lebanon Sanitation, Inc., Bio-Med of Oregon, Inc., Capitol Recycling and Disposal, Inc., Corvallis Disposal Co., Dallas Disposal Co., Grants Pass Sanitation, Inc., Keller Drop Box, Inc., Peltier Real Estate Company, Portable Storage Co., Source Recycling, Inc., United Disposal Service, Inc., Valley Landfills, Inc., Waste Control Systems, Inc., WDTR, Inc. and Willamette Resources, Inc. provide that the corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation or any of its subsidiaries. The corporation shall advance all reasonable expenses incurred by such person in advance of the proceeding to the fullest extent required or authorized under the law.

The articles of incorporation of each of Agri-Tech, Inc. of Oregon, Albany – Lebanon Sanitation, Inc., Bio-Med of Oregon, Inc., Capitol Recycling and Disposal, Inc., Corvallis Disposal Co., Dallas Disposal Co., Grants Pass Sanitation, Inc., Keller Drop Box, Inc., Peltier Real Estate Company, Portable Storage Co., Source Recycling, Inc.,

United Disposal Service, Inc., Valley Landfills, Inc., Waste Control Systems, Inc., WDTR, Inc. and Willamette Resources, Inc. provide that, to the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for (i) any act or omission occurring before the date this provision became effective, (ii) any breach of a director's duty of loyalty to the corporation or its shareholders, (iii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iv) any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute or (v) any transaction from which the director derived an improper personal benefit.

The bylaws of each of the Oregon corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Oregon corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Allied Waste Transfer Services of Oregon, LLC is organized as a limited liability company under the laws of Oregon.

Section 63.160 of the Oregon Limited Liability Company Act permits a limited liability company to indemnify a member, manager, employee or agent of the company under certain circumstances and subject to certain limitations.

The operating agreement of Allied Waste Transfer Services of Oregon, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Pennsylvania Registrants:

(a) Allied Acquisition Pennsylvania, Inc., McCusker Recycling, Inc. and New Morgan Landfill Company, Inc. are incorporated under the laws of Pennsylvania.

Subchapter D of Subpart B of Part II of the Pennsylvania Business Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 1712(c) of the Pennsylvania Business Corporation Law provides that, except as otherwise provided in the bylaws, an officer of a corporation shall not be liable by reason of having been an officer of the corporation if such officer performs his or her duties as an officer in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

The bylaws of each of McCusker Recycling, Inc. and New Morgan Landfill Company, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of McCusker Recycling, Inc. and New Morgan Landfill Company, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific

case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Allied Acquisition Pennsylvania, Inc.

(b) Allied Waste Systems of Pennsylvania, LLC, BFI Transfer Systems of Pennsylvania, LLC, BFI Waste Services of Pennsylvania, LLC, Greenridge Reclamation, LLC and Greenridge Waste Services, LLC are organized as limited liability companies under the laws of Pennsylvania.

Section 8945 of the Pennsylvania Limited Liability Company Law permits a limited liability company to indemnify a member, manager or other person under certain circumstances and subject to certain limitations.

The operating agreement of each of the Pennsylvania limited liability company registrants provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

South Carolina Registrants:

(a) NationsWaste Catawba Regional Landfill, Inc. is incorporated under the laws of South Carolina.

Article 5 of Chapter 8 of the South Carolina Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Sections 33-8-300(d) and 33-8-420(d) of the South Carolina Business Corporation Act provide that a director or officer shall not be liable for any action taken as a director or officer or any failure to take any action if such director or officer performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation and its shareholders.

The articles of incorporation of NationsWaste Catawba Regional Landfill, Inc. provide that the corporation shall, to the fullest extent permitted by the South Carolina Business Corporation Act, indemnify any and all persons whom it shall have the power to indemnify under the law from and against any and all of the expenses, liabilities or other matters referred to in or covered by the law.

The bylaws of NationsWaste Catawba Regional Landfill, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of NationsWaste Catawba Regional Landfill, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Flint Hill Road, LLC is organized as a limited liability company under the laws of South Carolina.

Section 34-44-403 of the South Carolina Uniform Limited Liability Company Act authorizes a limited liability company to indemnify a member or manager of the company under certain circumstances and subject to certain limitations.

The operating agreement of Flint Hill Road, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Tennessee Registrants:

(a) Allied Waste Industries of Tennessee, Inc., Barker Brothers Waste, Incorporated, Browning-Ferris Industries of Tennessee, Inc. and Northwest Tennessee Disposal Corporation are incorporated under the laws of Tennessee.

Part 5 of Chapter 18 of the Tennessee Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Sections 48-18-301(d) and 48-18-403(d) of the Tennessee Business Corporation Act provide that a director or officer shall not be liable for any action taken as a director or officer or any failure to take any action if the director or officer performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner the director reasonably believes to be in the best interests of the corporation.

The bylaws of each of Barker Brothers Waste, Incorporated, Browning-Ferris Industries of Tennessee, Inc. and Northwest Tennessee Disposal Corporation provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of Barker Brothers Waste, Incorporated, Browning-Ferris Industries of Tennessee, Inc. and Northwest Tennessee Disposal Corporation also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or

was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

There is no provision for indemnification or insurance in the articles of incorporation or bylaws of Allied Waste Industries of Tennessee, Inc.

(b) Madison County Development, LLC is organized as a limited liability company under the laws of Tennessee.

Section 48-243-101 of the Tennessee Limited Liability Company Act authorizes a court to award, or a limited liability company to grant, indemnity to a governor, member, manager, partner, trustee, employee, independent contractor or agent of the company under certain circumstances and subject to certain limitations.

Sections 48-240-102(e) and 48-241-111(d) of the Tennessee Limited Liability Company Act provide that a member or manager shall not be liable for any action taken as a member or manager or any failure to take any action if the member or manager performed the duties of the position (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner the member or manager reasonably believes to be in the best interest of the LLC.

The operating agreement of Madison County Development, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Texas Registrants:

(a) Action Disposal, Inc. is incorporated under the laws of Texas.

Section 2.02-1 of the Texas Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

The bylaws of Action Disposal, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and

in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of Action Disposal, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Total Roll-Offs, L.L.C. is organized as a limited liability company under the laws of Texas.

Section 2.20 of the Texas Limited Liability Company Act permits a limited liability company to indemnify a member, manager, officer or other person under certain circumstances and subject to certain limitations.

The operating agreement of Total Roll-Offs, L.L.C. provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

(c) Desarrollo del Rancho La Gloria TX, LP, El Centro Landfill, L.P., Frontier Waste Services, L.P., Republic Waste Services of Texas, Ltd. and South Central Texas Land Co. TX, LP are organized as limited partnerships under the laws of Texas.

Chapter 8 of the Texas Revised Limited Partnership Act authorizes a court to award, or a limited partnership to grant, indemnity to a person serving as part of the governing authority of a limited partnership, officer, employee or agent of the corporation under certain circumstances and subject to certain limitations.

The Texas Revised Limited Partnership Act is silent as to exculpation of partners.

The agreement of limited partnership of each of Desarrollo del Rancho La Gloria TX, LP, Frontier Waste Services, L.P. and South Central Texas Land Co. TX, LP provides that the partnership shall defend, indemnify and save harmless the partners and their officers and directors from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the partnership, including attorneys' fees incurred by them in connection with the defense of any

action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

The agreement of limited partnership of El Centro Landfill, L.P. provides that the partnership shall indemnify the general partner and its officers, directors, shareholders, controlling persons, employees, agents, affiliates, or assigns thereof, against and save them harmless from any claim, demand, judgment, or liability, and against and from any loss, cost or expense (including, but not limited to, attorneys' fees and court costs, which may be paid by the partnership as incurred), which may be made or imposed upon such persons by reason of any (i) act performed for or on behalf of the partnership or in furtherance of the partnership business, (ii) inaction on the part of such persons, so long as the party to be indemnified has determined, in good faith, that such course of conduct was in the best interests of the partnership and said conduct did not constitute gross negligence or willful misconduct. The expenses (including legal fees and expenses) of such indemnified persons incurred in defending any proceeding shall be paid by the partnership in advance of the final disposition of the proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the partnership as authorized hereunder. The partnership may purchase and maintain insurance on behalf of the general partner and the persons covered by the preceding sentence whether or not the partnership would have the power or obligation to provide indemnification against liability under the provisions of the agreement of limited partnership.

The agreement of limited partnership of El Centro Landfill, L.P. provides that neither the general partner, nor its officers, directors, shareholders, controlling persons, employees, agents, affiliates or assigns thereof, shall be liable, responsible or accountable in damages or otherwise to the partnership or any partner for any action taken or failure to act on behalf of the partnership within the scope of the authority conferred on the general partner by the partnership agreement or by law, so long as such party acted in good faith and on the belief that such course of conduct was in the best interest of the partnership and such conduct did not constitute gross negligence or gross misconduct.

There is no provision for indemnification or insurance in the certificate of limited partnership or the limited partnership agreement of Republic Waste Services of Texas, Ltd.

Utah Registrants:

(a) Allied Waste Transfer Services of Utah, Inc. and Wasatch Regional Landfill, Inc. are incorporated under the laws of Utah.

Part 9 of the Utah Business Organizations Code authorizes a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee, fiduciary or agent of the corporation under certain circumstances and subject to certain limitations.

Section 16-10a-840(4) of the Utah Business Organizations Code provides that a director or officer shall not be liable to the corporation, its shareholders or any conservator or receiver or any assignee or successor-in-interest thereof for any action taken or any failure to take any action as an officer or director unless (i) the director or officer has failed to perform the duties of his or her office (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (3) in a manner the director or officer reasonably believes to be in the best interests of the corporation and (ii) the breach or failure to perform constitutes gross negligence, willful misconduct or intentional infliction of harm on the corporation or the shareholders.

The bylaws of each of the Utah corporation registrants provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer,

employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of each of the Utah corporation registrants also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) ECDC Environmental, L.C. and Frontier Waste Services (Utah), LLC are organized as limited liability companies under the laws of Utah.

Part 18 of the Utah Revised Limited Liability Company Act authorizes a court to award, or a limited liability company to grant, indemnity to a member, manager, employee, fiduciary or agent of the company under certain circumstances and subject to certain limitations.

Section 48-2c-807(a) of the Utah Revised Limited Liability Company Act provides that a member or manager shall not be liable or accountable in damages or otherwise to the company or the members for any action taken or failure to act on behalf of the company unless the act or omission constitutes (i) gross negligence, (ii) willful misconduct or (iii) a breach of a higher standard of conduct that would result in greater exposure to liability for the member or manager that is established in the company's articles of organization or operating agreement.

The articles of organization of Frontier Waste Services (Utah), LLC provide that the company shall indemnify to the fullest extent permitted by the Utah Limited Liability Company Act any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative by reason of the fact that such person is or was a member, manager or officer of the company.

The operating agreement of each of ECDC Environmental, L.C. and Frontier Waste Services (Utah), LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers, and any officers of the company from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

Virginia Registrants:

(a) 623 Landfill, Inc. is incorporated under the laws of Virginia.

Article 10 of the Virginia Stock Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 13.1-690(C) of the Virginia Stock Corporation Act provides that a director shall not be liable for any action taken as a director or any failure to take any action if such director performed the duties of the office in accordance with his or her good faith business judgment of the best interests of the corporation.

The articles of incorporation of 623 Landfill, Inc. provide that every person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind or was or is the subject of any claim by reason of his being or having been a director or officer of the corporation or by reason of his serving or having served at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by such person in connection with, or resulting from, such action, suit, proceeding or claim. Such indemnification is only allowed if such person acted in good faith and in the manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudicated to be liable to the corporation for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that, the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity. Any indemnification under the preceding paragraph (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of such person is proper in the circumstances because he or she had met the applicable standard of conduct set forth in said paragraph. Such determination may be made either (i) by the board of directors of the corporation by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by or in respect of any such person in connection with any such action, suit or proceeding, whether criminal, administrative, arbitral or investigative, may be paid by the corporation in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation. The board of directors shall have the power to indemnify its other employees and agents to the same extent as provided in the articles of incorporation with respect to its directors and officers.

The bylaws of 623 Landfill, Inc. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of 623 Landfill, Inc. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

(b) Cumberland County Development Company, LLC, Obscurity Land Development, LLC and Republic Services of Virginia, LLC are organized as limited liability companies under the laws of Virginia.

Section 13.1-1009(16) of the Virginia Limited Liability Company Act permits a limited liability company to indemnify members, managers or other persons from and against any and all claims and demands whatsoever.

The operating agreement of each of Cumberland County Development Company, LLC and Obscurity Land Development, LLC provides that the company shall defend, indemnify and save harmless the sole member, its officers and directors, and any officers of the company, from and against all losses, claims, costs, liabilities and damages incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company, including attorneys' fees incurred by such person in connection with the defense of any action based on any such act or omission; provided, however, no such person shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

There is no provision for indemnification or insurance in the certificate of formation or the operating agreement of Republic Services of Virginia, LLC.

Washington Registrants:

(a) Rabanco Recycling, Inc., Rabanco, Ltd. and WJR Environmental, Inc. are incorporated under the laws of Washington.

Sections 23B.08.500 et seq. of the Washington Business Corporation Act authorize a court to award, or a corporation's board of directors to grant, indemnity to an officer, director, employee or agent of the corporation under certain circumstances and subject to certain limitations.

Section 23B.08.320 of the Washington Business Corporation Act provides that the articles of incorporation of a corporation may eliminate or limit the personal liability of a director to the corporation or its shareholders, subject to certain limitations. Sections 23B.08.420(4) and 23B.08.300(4) of the Washington Business Corporation Act provide that a director or officer of a corporation shall not be liable for any action taken as a director or officer or any failure to take any action if such director or officer performed the duties of his or her office (i) in good faith, (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

The articles of incorporation of each of Rabanco Recycling, Inc. and Rabanco, Ltd. provide that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the Washington Business Corporation Act.

The articles of incorporation of WJR Environmental, Inc. provide that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except for (i) acts or omissions involving intentional misconduct by the director or a knowing violation of law by the director, (ii) conduct violating 23B.08.310 of the Washington Business Corporation Act relating to certain distributions by the corporation or (iii) any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.

The bylaws of each of the Washington corporation registrants provide that the corporation shall, to the fullest extent permitted by the law, indemnify and advance expenses to each person to whom indemnification and advancement of expenses may be offered under the law. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another entity or other enterprise against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of Washington law.

(b) Rabanco Companies is organized as a general partnership under the laws of Washington.

Section 25.05.150(3) of the Washington Revised Uniform Partnership Act authorizes a general partnership to indemnify partners under certain circumstances and subject to certain limitations.

There is no provision for indemnification or insurance in the partnership agreement of Rabanco Companies.

West Virginia Registrant: Sandy Hollow Landfill Corp. is organized as a corporation under the laws of West Virginia.

Part 5 of Article 8 of the West Virginia Business Corporation Act authorizes a court to award, or a corporation's board of directors to grant, indemnity to officers and directors of the corporation under certain circumstances and subject to certain limitations.

Section 31D-8-831(a) of the West Virginia Business Corporation Act provides that a director of a corporation shall not be liable to the corporation or its shareholders for any decision to take or not to take action or any failure to take any action as a director unless the party asserting liability establishes that the articles of incorporation and other law do not preclude liability and the challenged conduct consisted of or was the result of (i) action not in good faith, (ii) a decision (1) which the director did not reasonably believe to be in the best interests of the corporation or (2) as to which the director was not informed to an extent the director reasonably believed appropriate in the circumstances, (iii) a lack of objectivity or independence, (iv) a sustained failure of the director to devote attention to ongoing oversight of the business and affairs of the corporation or (v) receipt of a financial benefit to which the director was not entitled.

The bylaws of Sandy Hollow Landfill Corp. provide that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The bylaws of Sandy Hollow Landfill Corp. also provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct. Such determination shall be made (i) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the stockholders. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation according to the bylaws of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another entity or other enterprise against any liability asserted against or incurred by

such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or the obligation to indemnify him or her against such liability under the bylaws of the corporation.

Item 21. Exhibits and Financial Statement Schedules

A list of exhibits filed with this registration statement is contained in the index to exhibits, which is incorporated by reference.

Item 22. Undertakings

Each of the undersigned co-registrants hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(6) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(7) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(8) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Signature
/s/ Michael Larson * Michael Larson
/s/ Nolan Lehmann * Nolan Lehmann
/s/ W. Lee Nutter * W. Lee Nutter
/s/ Ramon A. Rodriguez * Ramon A. Rodriguez
/s/ Allan C. Sorensen * Allan C. Sorensen
/s/ John M. Trani * John M. Trani
/s/ Michael W. Wickham * Michael W. Wickham

Title
Director

*By: _____ /s/ Tod C. Holmes
 Tod C. Holmes
 Attorney-in-Fact

Signature

Title

/s/ Tod C. Holmes

Tod C. Holmes

Chief Financial Officer and Director of Allied Waste
North America, Inc.

*By:

/s/ Tod C. Holmes

Tod C. Holmes
Attorney-in-Fact

/s/ Edward A. Lang, III *

Edward A. Lang, III

Vice President – Finance, Treasurer and Director of
Browning-Ferris Industries of Tennessee, Inc.

*By:

/s/ Tod C. Holmes

Tod C. Holmes
Attorney-in-Fact

*By: _____ /s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Signature

/s/ David I. Foley *
David I. Foley

/s/ Michael Larson *
Michael Larson

/s/ Nolan Lehmann *
Nolan Lehmann

/s/ W. Lee Nutter *
W. Lee Nutter

/s/ Ramon A. Rodriguez *
Ramon A. Rodriguez

/s/ Allan C. Sorensen *
Allan C. Sorensen

/s/ John M. Trani *
John M. Trani

/s/ Michael W. Wickham *
Michael W. Wickham

*By:

/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Title

Director of Republic Services, Inc.

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule AA hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule AA hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Donald W. Slager * Donald W. Slager	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Treasurer (principal financial officer and principal accounting officer)

Republic Services of Indiana, Limited Partnership

Managing Member

By: Republic Services, Inc., as General Partner

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

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule CC hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule CC hereto

By: _____
/s/ Edward A. Lang, III
Edward A. Lang, III

Vice President — Finance and Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Donald W. Slager * Donald W. Slager	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

Allied Waste Landfill Holdings, Inc.

Managing Member

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule HH hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule HH hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Vice President — Finance and Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Jeff D. Andrews * Jeff D. Andrews	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

Browning-Ferris Industries, LLC

Managing Member

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule II hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule II hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Vice President — Finance and Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Jeff D. Andrews * Jeff D. Andrews	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)
Allied Waste North America, Inc.	_____ Managing Member

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule JJ hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule JJ hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Vice President — Finance and Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Christopher Synek * Christopher Synek	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

Browning-Ferris Industries, LLC

Managing Member

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule LL hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule LL hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Donald W. Slager * Donald W. Slager	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Treasurer (principal financial officer and principal accounting officer)
	_____ Managing Member

Republic Services Aviation, Inc.

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule MM hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule MM hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Vice President — Finance and Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Christopher Synek * Christopher Synek	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)
Allied Waste North America, Inc.	_____ Managing Member

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule OO hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule OO hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Vice President — Finance and Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Donald W. Slager * Donald W. Slager	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Vice President — Finance and Treasurer (principal financial officer and principal accounting officer)

BFI Waste Systems of North America, LLC

Managing Member

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Vice President — Finance and Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule RR hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule RR hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Christopher Synek * Christopher Synek	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Treasurer (principal financial officer and principal accounting officer)
Republic Services of Georgia, Limited Partnership	_____ Managing Member

By: Republic Services of Georgia GP, LLC, as General Partner

By: _____
/s/ Edward A. Lang, III *
Name: Edward A. Lang, III
Title: Treasurer

*By: _____
/s/ Tod C. Holmes
Tod C. Holmes
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, each of the Subsidiary Guarantors listed on Schedule SS hereto has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona on May 6, 2010.

On behalf of each Subsidiary Guarantor listed on Schedule SS hereto

By: _____
/s/ Edward A. Lang, III *
Edward A. Lang, III

Treasurer

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below constitutes and appoints James E. O'Connor, Tod C. Holmes and Edward A. Lang, III and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-4 registration statement, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person hereby ratifying and confirming that said attorneys-in-fact and agents, and each of them, or the substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated on May 6, 2010.

Signature	Title
_____ /s/ Jeff D. Andrews * Jeff D. Andrews	_____ President (principal executive officer)
_____ /s/ Edward A. Lang, III * Edward A. Lang, III	_____ Treasurer (principal financial officer and principal accounting officer)
	_____ Managing Member

Republic Services, Inc.

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

*By: _____
Title: Tod C. Holmes
Attorney-in-Fact

**SCHEDULE A
SUBSIDIARY GUARANTORS**

Action Disposal, Inc.
Ada County Development Company, Inc.
ADS, Inc.
ADS of Illinois, Inc.
Alabama Recycling Services, Inc.
Allied Acquisition Pennsylvania, Inc.
Allied Acquisition Two, Inc.
Allied Enviroengineering, Inc.
Allied Green Power, Inc.
Allied Nova Scotia, Inc.
Allied Waste Alabama, Inc.
Allied Waste Company, Inc.
Allied Waste Hauling of Georgia, Inc.
Allied Waste Holdings (Canada) Ltd.
Allied Waste Industries (New Mexico), Inc.
Allied Waste Industries of Georgia, Inc.
Allied Waste Industries of Northwest Indiana, Inc.
Allied Waste Industries (Southwest), Inc.
Allied Waste Landfill Holdings, Inc.
Allied Waste of California, Inc.
Allied Waste of Long Island, Inc.
Allied Waste of New Jersey, Inc.
Allied Waste Rural Sanitation, Inc.
Allied Waste Services of Colorado, Inc.
Allied Waste Systems Holdings, Inc.
Allied Waste Systems, Inc.
Allied Waste Transportation, Inc.
American Disposal Services of New Jersey, Inc.
American Disposal Services, Inc.
American Disposal Transfer Services of Illinois, Inc.
American Materials Recycling Corp.
American Sanitation, Inc.
American Transfer Company, Inc.
Area Disposal, Inc.
Atlantic Waste Holding Company, Inc.
Attwoods of North America, Inc.
Autoshred, Inc.
AWIN Leasing Company, Inc.
AWIN Management, Inc.
BBCO, Inc.
BFI Atlantic, Inc.
BFI Energy Systems of Albany, Inc.
BFI Energy Systems of Delaware County, Inc.
BFI Energy Systems of Essex County, Inc.
BFI Energy Systems of Hempstead, Inc.
BFI Energy Systems of Niagara II, Inc.
BFI Energy Systems of Niagara, Inc.
BFI Energy Systems of SEMASS, Inc.

BFI Energy Systems of Southeastern Connecticut, Inc.
BFI International, Inc.
BFI REF-FUEL, INC.
BFI Trans River (GP), Inc.
Borrow Pit Corp.
Browning-Ferris Financial Services, Inc.
Browning-Ferris Industries Chemical Services, Inc.
Browning-Ferris Industries of Florida, Inc.
Browning-Ferris Industries of Illinois, Inc.
Browning-Ferris Industries of New Jersey, Inc.
Browning-Ferris Industries of New York, Inc.
Browning-Ferris Industries of Tennessee, Inc.
Browning-Ferris Services, Inc.
Bunting Trash Service, Inc.
CECOS International, Inc.
Charter Evaporation Resource Recovery Systems
County Disposal, Inc.
Delta Dade Recycling Corp.
Delta Paper Stock, Co.
Delta Site Development Corp.
Delta Waste Corp.
Eagle Industries Leasing, Inc.
ECDC Environmental of Humboldt County, Inc.
ECDC Holdings, Inc.
Evergreen Scavenger Service, Inc.
G. Van Dyken Disposal Inc.
General Refuse Rolloff Corp.
Georgia Recycling Services, Inc.
Golden Waste Disposal, Inc.
Great Lakes Disposal Service, Inc.
Gulfcoast Waste Service, Inc.
Illinois Recycling Services, Inc.
Ingrum Waste Disposal, Inc.
Island Waste Services Ltd.
Jetter Disposal, Inc.
La Cañada Disposal Company, Inc.
Liberty Waste Holdings, Inc.
Louis Pinto & Son, Inc., Sanitation Contractors
Lucas County Land Development, Inc.
Manumit of Florida, Inc.
Midway Development Company, Inc.
Mississippi Waste Paper Company
Mountain Home Disposal, Inc.
NationsWaste Catawba Regional Landfill, Inc.
NationsWaste, Inc.
Ncorp, Inc.
Pinal County Landfill Corp.
Portable Storage Co.
Preble County Landfill, Inc.
Price & Sons Recycling Company

R.C. Miller Enterprises, Inc.
Resource Recovery, Inc.
Risk Services, Inc.
Rock Road Industries, Inc.
Ross Bros. Waste & Recycling Co.
Royal Holdings, Inc.
S & S Recycling, Inc.
San Marcos NCRRF, Inc.
Sanitary Disposal Service, Inc.
Shred — All Recycling Systems, Inc.
Standard Disposal Services, Inc.
Standard Waste, Inc.
Suburban Transfer, Inc.
Summit Waste Systems, Inc.
Tate's Transfer Systems, Inc.
Taylor Ridge Landfill, Inc.
Tennessee Union County Landfill, Inc.
The Ecology Group, Inc.
Total Solid Waste Recyclers, Inc.
Tri-State Recycling Services, Inc.
Tri-State Refuse Corporation
Vining Disposal Service, Inc.
Waste Control Systems, Inc.
Wastehaul, Inc.
Wayne County Landfill II, Inc.

**SCHEDULE B
SUBSIDIARY GUARANTORS**

Adrian Landfill, Inc.
Allied Waste Industries of Illinois, Inc.
Allied Waste Services of Stillwater, Inc.
American Disposal Services of Kansas, Inc.
American Disposal Services of Illinois, Inc.
Belleville Landfill, Inc.
Bond County Landfill, Inc.
Brickyard Disposal & Recycling, Inc.
CC Landfill, Inc.
Central Sanitary Landfill, Inc.
Citizens Disposal, Inc.
City-Star Services, Inc.
Clarkston Disposal, Inc.
Dempsey Waste Systems II, Inc.
DTC Management, Inc.
East Chicago Compost Facility, Inc.
Environmental Development Corp. (DE)
Environmental Reclamation Company
Environtech, Inc.
Fred Barbara Trucking Co., Inc.
Harland's Sanitary Landfill, Inc.

Illinois Landfill, Inc.
Illinois Valley Recycling, Inc.
Kankakee Quarry, Inc.
LandComp Corporation
Lee County Landfill, Inc.
Loop Recycling, Inc.
Loop Transfer, Incorporated
Northlake Transfer, Inc.
Oakland Heights Development, Inc.
Oscar's Collection System of Fremont, Inc.
Ottawa County Landfill, Inc.
Pittsburg County Landfill, Inc.
RCS, Inc.
Roxana Landfill, Inc.
Saline County Landfill, Inc.
Sangamon Valley Landfill, Inc.
Sauk Trail Development, Inc.
Standard Environmental Services, Inc.
Streator Area Landfill, Inc.
Suburban Warehouse, Inc.
Sunset Disposal, Inc.
Thomas Disposal Service, Inc.
Upper Rock Island County Landfill, Inc.
Williams County Landfill Inc.
Woodlake Sanitary Service, Inc.

**SCHEDULE C
SUBSIDIARY GUARANTORS**

Agri-Tech, Inc. of Oregon
Albany-Lebanon Sanitation, Inc.
Allied Waste Industries (Arizona), Inc.
Allied Waste Services of Page, Inc.
Allied Waste Transfer Services of Utah, Inc.
Apache Junction Landfill Corporation
Bio-Med of Oregon, Inc.
Borrego Landfill, Inc.
Browning-Ferris Industries of California, Inc.
Capitol Recycling and Disposal, Inc.
Central Arizona Transfer, Inc.
Cocopah Landfill, Inc.
Copper Mountain Landfill, Inc.
Corvallis Disposal Co.
Dallas Disposal Co.
Delta Container Corporation
Denver RL North, Inc.
Elder Creek Transfer & Recovery, Inc.
Forward, Inc.
Grants Pass Sanitation, Inc.
Imperial Landfill, Inc.

Independent Trucking Company
International Disposal Corp. of California
Keller Canyon Landfill Company
Keller Drop Box, Inc.
Lathrop Sunrise Sanitation Corporation
McInnis Waste Systems, Inc.
Mesa Disposal, Inc.
Otay Landfill, Inc.
Palomar Transfer Station, Inc.
Peltier Real Estate Company
Rabanco Recycling, Inc.
Rabanco, Ltd.
Ramona Landfill, Inc.
Rossman Sanitary Service, Inc.
Source Recycling, Inc.
Sunrise Sanitation Service, Inc.
Sunset Disposal Service, Inc.
Sycamore Landfill, Inc.
United Disposal Service, Inc.
Valley Landfills, Inc.
Wasatch Regional Landfill, Inc.
WDTR, Inc.
Willamette Resources, Inc.
WJR Environmental, Inc.

**SCHEDULE D
SUBSIDIARY GUARANTORS**

American Disposal Services of Missouri, Inc.
American Disposal Services of West Virginia, Inc.
Automated Modular Systems, Inc.
BFI Transfer Systems of New Jersey, Inc.
Browning-Ferris, Inc.
Browning-Ferris Industries, Inc.
Browning-Ferris Industries of Ohio, Inc.
Celina Landfill, Inc.
Cherokee Run Landfill, Inc.
County Disposal (Ohio), Inc.
County Landfill, Inc.
F. P. McNamara Rubbish Removal, Inc.
Lake Norman Landfill, Inc.
Newco Waste Systems of New Jersey, Inc.
New Morgan Landfill Company, Inc.
Noble Road Landfill, Inc.
Port Clinton Landfill, Inc.
R.C. Miller Refuse Service, Inc.
Tom Luciano's Disposal Service, Inc.
Tricil (N.Y.), Inc.

**SCHEDULE E
SUBSIDIARY GUARANTORS**

Allied Waste Industries of Tennessee, Inc.
Delta Resources Corp.
GEK, Inc.

**SCHEDULE F
SUBSIDIARY GUARANTORS**

A D A J Corporation
Atlas Transport, Inc.
Bay Collection Services, Inc.
Bay Environmental Management, Inc.
Bay Landfills, Inc.
Bay Leasing Company, Inc.
McCusker Recycling, Inc.
Ohio Republic Contracts, II, Inc.
Ohio Republic Contracts, Inc.
Perdomo & Sons, Inc.
Republic Services Aviation, Inc.
Republic Services Holding Company, Inc.
Republic Services of Florida LP, Inc.
Republic Services of California Holding Company, Inc.
Republic Services of Indiana LP, Inc.
Republic Services of Michigan Holding Company, Inc.
Republic Services Real Estate Holding, Inc.
Republic Waste Services of Texas LP, Inc.
RI/Alameda Corp.
Sandy Hollow Landfill Corp.
Zakaroff Services

**SCHEDULE G
SUBSIDIARY GUARANTORS**

Berkeley Sanitary Service, Inc.
BLT Enterprises of Oxnard, Inc.
Crockett Sanitary Service, Inc.
Golden Bear Transfer Services, Inc.
Republic Dumpco, Inc.
Republic Environmental Technologies, Inc.
Republic Silver State Disposal, Inc.
Richmond Sanitary Service, Inc.
Solano Garbage Company
West Contra Costa Energy Recovery Company

West Contra Costa Sanitary Landfill, Inc.
West County Landfill, Inc.
West County Resource Recovery, Inc.

**SCHEDULE H
SUBSIDIARY GUARANTORS**

623 Landfill, Inc.
Calvert Trash Systems, Incorporated
Honeygo Run Reclamation Center, Inc.

**SCHEDULE I
SUBSIDIARY GUARANTORS**

Arc Disposal Company, Inc.
Barker Brothers Waste, Incorporated
Compactor Rental Systems of Delaware, Inc.
CWI of Illinois, Inc.
CWI of Missouri, Inc.
FLL, Inc.
Northwest Tennessee Disposal Corporation
Reliable Disposal, Inc.
Southern Illinois Regional Landfill, Inc.
Tay-Ban Corporation
Tri-County Refuse Service, Inc.

**SCHEDULE J
SUBSIDIARY GUARANTORS**

Envirocycle, Inc.
Republic Services of Florida GP, Inc.
Republic Waste Services of Texas GP, Inc.
Schofield Corporation of Orlando

**SCHEDULE K
SUBSIDIARY GUARANTORS**

Allied Waste Industries, Inc.
Allied Waste North America, Inc.

**SCHEDULE L
SUBSIDIARY GUARANTORS**

Republic Services Financial LP, Inc.

**SCHEDULE M
SUBSIDIARY GUARANTORS**

Dinverno, Inc.

**SCHEDULE N
SUBSIDIARY GUARANTORS**

BFI Waste Systems of New Jersey, Inc.
Waste Services of New York, Inc.

**SCHEDULE O
SUBSIDIARY GUARANTORS**

Abilene Landfill TX, LP
BFI Transfer Systems of Texas, LP
BFI Waste Services of Indiana, LP
BFI Waste Services of Texas, LP
BFI Waste Systems of Indiana, LP
Blue Ridge Landfill TX, LP
Brenham Total Roll-Offs, LP
Camelot Landfill TX, LP
Cefe Landfill TX, LP
Crow Landfill TX, L.P.
Desarrollo del Rancho La Gloria TX, LP
El Centro Landfill, L.P.
Ellis County Landfill TX, LP
Fort Worth Landfill TX, LP
Frontier Waste Services, L.P.
Galveston County Landfill TX, LP
Giles Road Landfill TX, LP
Golden Triangle Landfill TX, LP
Greenwood Landfill TX, LP
Gulf West Landfill TX, LP
Itasca Landfill TX, LP
Kerrville Landfill TX, LP
Lewisville Landfill TX, LP
Mars Road TX, LP
McCarty Road Landfill TX, LP
Mesquite Landfill TX, LP
Mexia Landfill TX, LP
Panama Road Landfill, TX, L.P.
Pine Hill Farms Landfill TX, LP
Pleasant Oaks Landfill TX, LP
Rio Grande Valley Landfill TX, LP
Royal Oaks Landfill TX, LP
South Central Texas Land Co. TX, LP
Southwest Landfill TX, LP
Tessman Road Landfill TX, LP
Turkey Creek Landfill TX, LP
Victoria Landfill TX, LP
Whispering Pines Landfill TX, LP

**SCHEDULE P
SUBSIDIARY GUARANTORS**

Benton County Development Company
Clinton County Landfill Partnership
County Line Landfill Partnership
Illiana Disposal Partnership
Jasper County Development Company Partnership
Key Waste Indiana Partnership
Lake County C & D Development Partnership
Newton County Landfill Partnership
Springfield Environmental General Partnership
Tippecanoe County Waste Services Partnership
Warrick County Development Company

**SCHEDULE Q
SUBSIDIARY GUARANTORS**

Benson Valley Landfill General Partnership
Blue Ridge Landfill General Partnership
Green Valley Landfill General Partnership
Morehead Landfill General Partnership

**SCHEDULE R
SUBSIDIARY GUARANTORS**

Republic Waste Services of Texas, Ltd.
RWS Transport, L.P.

**SCHEDULE S
SUBSIDIARY GUARANTORS**

BFI Energy Systems of Southeastern Connecticut, Limited Partnership

**SCHEDULE T
SUBSIDIARY GUARANTORS**

Oceanside Waste & Recycling Services

**SCHEDULE U
SUBSIDIARY GUARANTORS**

Rabanco Companies

**SCHEDULE V
SUBSIDIARY GUARANTORS**

Republic Services Financial, Limited Partnership

**SCHEDULE W
SUBSIDIARY GUARANTORS**

Republic Services of Florida, Limited Partnership

**SCHEDULE X
SUBSIDIARY GUARANTORS**

Republic Services of Georgia, Limited Partnership

**SCHEDULE Y
SUBSIDIARY GUARANTORS**

Republic Services of Indiana, Limited Partnership

**SCHEDULE Z
SUBSIDIARY GUARANTORS**

Republic Services of Wisconsin, Limited Partnership

**SCHEDULE AA
SUBSIDIARY GUARANTORS**

Agricultural Acquisitions, LLC

**SCHEDULE BB
SUBSIDIARY GUARANTORS**

Allied Gas Recovery Systems, L.L.C.
Allied Transfer Systems of New Jersey, LLC
Allied Waste Systems of New Jersey, LLC
Allied Waste Transfer Services of Lima, LLC
Anson County Landfill NC, LLC
AWIN Leasing II, LLC
BFI Waste Services, LLC
Bridgeton Landfill, LLC
Browning-Ferris Industries, LLC
Cumberland County Development Company, LLC
E Leasing Company, LLC
Flint Hill Road, LLC
H Leasing Company, LLC
Harrison County Landfill, LLC
Jackson County Landfill, LLC
Jefferson Parish Development Company, LLC
Little Creek Landing, LLC
Missouri City Landfill, LLC
N Leasing Company, LLC
New York Waste Services, LLC
Obscurity Land Development, LLC

Polk County Landfill, LLC
Prince George's County Landfill, LLC
S Leasing Company, LLC
San Diego Landfill Systems, LLC
St. Bernard Parish Development Company, LLC
St. Joseph Landfill, LLC
Wayne County Land Development, LLC

**SCHEDULE CC
SUBSIDIARY GUARANTORS**

Allied Services, LLC

**SCHEDULE DD
SUBSIDIARY GUARANTORS**

Allied Waste Environmental Management Group, LLC
C & C Expanded Sanitary Landfill, LLC

**SCHEDULE EE
SUBSIDIARY GUARANTORS**

Allied Waste Niagara Falls Landfill, LLC
Allied Waste Recycling Services of New Hampshire, LLC
Allied Waste Systems of Michigan, LLC
Allied Waste Systems of Pennsylvania, LLC
Allied Waste Transfer Services of New York, LLC
Allied Waste Transfer Services of North Carolina, LLC
Allied Waste Transfer Services of Rhode Island, LLC
BFI Transfer Systems of Pennsylvania, LLC

**SCHEDULE FF
SUBSIDIARY GUARANTORS**

Allied Waste of New Jersey-New York, LLC
Allied Waste Services of Massachusetts, LLC
Allied Waste Sycamore Landfill, LLC
BFI Transfer Systems of Maryland, LLC
BFI Transfer Systems of Massachusetts, LLC
BFI Transfer Systems of Virginia, LLC
BFI Waste Services of Pennsylvania, LLC
BFI Waste Systems of Virginia, LLC
Brunswick Waste Management Facility, LLC
Greenridge Reclamation, LLC
Greenridge Waste Services, LLC
Lee County Landfill SC, LLC
Menands Environmental Solutions, LLC
Northeast Landfill, LLC

**SCHEDULE GG
SUBSIDIARY GUARANTORS**

Allied Waste Services of North America, LLC
Allied Waste Systems of Indiana, LLC
Allied Waste Systems of North Carolina, LLC
BFI Waste Systems of North America, LLC
Crescent Acres Landfill, LLC
Sand Valley Holdings, L.L.C.

**SCHEDULE HH
SUBSIDIARY GUARANTORS**

Allied Waste Systems of Arizona, LLC
Allied Waste Systems of Colorado, LLC
Allied Waste Systems of Montana, LLC
Allied Waste Transfer Services of California, LLC
Allied Waste Transfer Services of Oregon, LLC

**SCHEDULE II
SUBSIDIARY GUARANTORS**

Allied Waste Transfer Services of Arizona, LLC
Cactus Waste Systems, LLC

**SCHEDULE JJ
SUBSIDIARY GUARANTORS**

Allied Waste Transfer Services of Florida, LLC

**SCHEDULE KK
SUBSIDIARY GUARANTORS**

Allied Waste Transfer Services of Iowa, LLC
BFI Waste Systems of Missouri, LLC
BFI Waste Systems of Oklahoma, LLC
Butler County Landfill, LLC
Courtney Ridge Landfill, LLC
Ellis Scott Landfill MO, LLC
Forest View Landfill, LLC
Great Plains Landfill OK, LLC
Jefferson City Landfill, LLC
Lemons Landfill, LLC
Pinecrest Landfill OK, LLC
Show-Me Landfill, LLC
Southeast Landfill, LLC

**SCHEDULE LL
SUBSIDIARY GUARANTORS**

Ariana, LLC

**SCHEDULE MM
SUBSIDIARY GUARANTORS**

Autauga County Landfill, LLC
BFI Transfer Systems of Alabama, LLC
BFI Transfer Systems of Georgia, LLC
BFI Transfer Systems of Mississippi, LLC
BFI Waste Systems of Alabama, LLC
BFI Waste Systems of Arkansas, LLC
BFI Waste Systems of Georgia, LLC
BFI Waste Systems of Louisiana, LLC
BFI Waste Systems of Mississippi, LLC
BFI Waste Systems of Tennessee, LLC
Chilton Landfill, LLC
Gateway Landfill, LLC
Hancock County Development Company, LLC
Madison County Development, LLC
Willow Ridge Landfill, LLC

**SCHEDULE NN
SUBSIDIARY GUARANTORS**

BFGSI, L.L.C.

**SCHEDULE OO
SUBSIDIARY GUARANTORS**

BFI Transfer Systems of DC, LLC
BFI Waste Systems of Kentucky, LLC
BFI Waste Systems of Massachusetts, LLC
BFI Waste Systems of North Carolina, LLC
BFI Waste Systems of South Carolina, LLC
General Refuse Service of Ohio, LLC
Local Sanitation of Rowan County, L.L.C.

**SCHEDULE PP
SUBSIDIARY GUARANTORS**

Bridgeton Transfer Station, LLC

**SCHEDULE QQ
SUBSIDIARY GUARANTORS**

Carbon Limestone Landfill, LLC
County Land Development Landfill, LLC
Lorain County Landfill, LLC
Lucas County Landfill, LLC

**SCHEDULE RR
SUBSIDIARY GUARANTORS**

Central Virginia Properties, LLC

**SCHEDULE SS
SUBSIDIARY GUARANTORS**

Consolidated Disposal Service, L.L.C.
Republic Waste Services of Southern California, LLC
Rubbish Control, LLC

**SCHEDULE TT
SUBSIDIARY GUARANTORS**

Continental Waste Industries, L.L.C.
Republic Services of North Carolina, LLC
Republic Services of Pennsylvania, LLC
Republic Services of Virginia, LLC

**SCHEDULE UU
SUBSIDIARY GUARANTORS**

County Environmental Landfill, LLC

**SCHEDULE VV
SUBSIDIARY GUARANTORS**

D & L Disposal L.L.C.
Envotech-Illinois L.L.C.
Liberty Waste Services of McCook, L.L.C.

**SCHEDULE WW
SUBSIDIARY GUARANTORS**

ECDC Environmental, L.C.

**SCHEDULE XX
SUBSIDIARY GUARANTORS**

Evergreen Scavenger Service, L.L.C.
Packerton Land Company, L.L.C.

**SCHEDULE YY
SUBSIDIARY GUARANTORS**

Frontier Waste Services (Colorado), LLC
Frontier Waste Services (Utah), LLC
Frontier Waste Services of Louisiana L.L.C.

SCHEDULE ZZ

SUBSIDIARY GUARANTORS

Kandel Enterprises, LLC

**SCHEDULE AAA
SUBSIDIARY GUARANTORS**

Liberty Waste Services Limited, L.L.C.

**SCHEDULE BBB
SUBSIDIARY GUARANTORS**

Liberty Waste Services of Illinois, L.L.C.

**SCHEDULE CCC
SUBSIDIARY GUARANTORS**

Oklahoma City Landfill, L.L.C.

**SCHEDULE DDD
SUBSIDIARY GUARANTORS**

Republic Ohio Contracts, LLC

**SCHEDULE EEE
SUBSIDIARY GUARANTORS**

Republic Services Group, LLC
Republic Services of Georgia LP, LLC
Republic Services of South Carolina, LLC
Republic Services of Southern California, LLC
Republic Services of Wisconsin LP, LLC

**SCHEDULE FFF
SUBSIDIARY GUARANTORS**

Republic Services of Arizona Hauling, LLC
Republic Services of Colorado Hauling, LLC
Republic Services of Colorado I, LLC

**SCHEDULE GGG
SUBSIDIARY GUARANTORS**

Republic Services of California II, LLC
Republic Services Vasco Road, LLC

**SCHEDULE HHH
SUBSIDIARY GUARANTORS**

Republic Services of Georgia GP, LLC

**SCHEDULE III
SUBSIDIARY GUARANTORS**

Republic Services of Kentucky, LLC
Republic Services of Wisconsin GP, LLC

**SCHEDULE JJJ
SUBSIDIARY GUARANTORS**

Republic Services of Michigan Hauling, LLC
Republic Services of Michigan I, LLC
Republic Services of Michigan II, LLC
Republic Services of Michigan III, LLC
Republic Services of Michigan IV, LLC
Republic Services of Michigan V, LLC

**SCHEDULE KKK
SUBSIDIARY GUARANTORS**

Republic Services of New Jersey, LLC

**SCHEDULE LLL
SUBSIDIARY GUARANTORS**

Republic Services of Ohio Hauling, LLC

**SCHEDULE MMM
SUBSIDIARY GUARANTORS**

Republic Services of Ohio I, LLC
Republic Services of Ohio II, LLC
Republic Services of Ohio III, LLC
Republic Services of Ohio IV, LLC

**SCHEDULE NNN
SUBSIDIARY GUARANTORS**

BFI Waste Services of Tennessee, LLC

**SCHEDULE OOO
SUBSIDIARY GUARANTORS**

RITM, LLC

SCHEDULE PPP

SUBSIDIARY GUARANTORS

Total Roll-Offs, L.L.C.

**SCHEDULE QQQ
SUBSIDIARY GUARANTORS**

Wayne Developers, LLC

**SCHEDULE RRR
SUBSIDIARY GUARANTORS**

Webster Parish Landfill, L.L.C.

**SCHEDULE SSS
SUBSIDIARY GUARANTORS**

Republic Services of Indiana Transportation, LLC

INDEX TO EXHIBITS

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation of Republic Services, Inc. (incorporated by reference to Exhibit 3.1 to Republic's Quarterly Report on Form 10-Q for the period ended June 30, 1998).
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Republic Services, Inc. (incorporated by reference to Exhibit 4.2 to Republic's Registration Statement on Form S-8, Registration No. 333-81801, filed with the Commission on June 29, 1999).
3.3	Amended and Restated Bylaws of Republic Services, Inc. (incorporated by reference to Exhibit 3.1 to Republic's Current Report on Form 8-K filed on October 30, 2009).
† 3.4	Articles of Incorporation of 623 Landfill, Inc., as amended.
† 3.5	Amended and Restated Bylaws of 623 Landfill, Inc.
† 3.6	Articles of Incorporation of A D A J Corporation.
† 3.7	Second Amended and Restated Bylaws of A D A J Corporation.
† 3.8	Certificate of Limited Partnership of Abilene Landfill TX, LP.
† 3.9	Agreement of Limited Partnership of Abilene Landfill TX, LP, as amended.
† 3.10	Articles of Incorporation of Action Disposal, Inc.
† 3.11	Amended and Restated Bylaws of Action Disposal, Inc.
† 3.12	Articles of Incorporation of Ada County Development Company, Inc.
† 3.13	Bylaws of Ada County Development Company, Inc.
† 3.14	Articles of Incorporation of Adrian Landfill, Inc. (f/k/a Adrian County Landfill, Inc., f/k/a Laidlaw Waste Systems (Adrian) Inc., f/k/a Laidlaw Waste Systems (Michigan) Inc., f/k/a Lenawee Disposal Service Company), as amended.
† 3.15	Amended and Restated Bylaws of Adrian Landfill, Inc. (f/k/a Adrian County Landfill, Inc., f/k/a Laidlaw Waste Systems (Adrian) Inc., f/k/a Laidlaw Waste Systems (Michigan) Inc., f/k/a Lenawee Disposal Service Company), as amended.
† 3.16	Articles of Incorporation of ADS of Illinois, Inc. (f/k/a American Disposal Services of Illinois, Inc.), as amended.
† 3.17	Amended and Restated Bylaws of ADS of Illinois, Inc. (f/k/a American Disposal Services of Illinois, Inc.).
† 3.18	Certificate of Incorporation of ADS, Inc. (f/k/a American Disposal Services, Inc.), as amended.
† 3.19	Amended and Restated Bylaws of ADS, Inc. (f/k/a American Disposal Services, Inc.).
† 3.20	Articles of Organization of Agricultural Acquisitions, LLC, as amended.
† 3.21	Operating Agreement for Agricultural Acquisitions, LLC.
† 3.22	Articles of Incorporation of Agri-Tech, Inc. of Oregon (f/k/a Agri-Tech Inc.), as amended.
† 3.23	Amended and Restated Bylaws of Agri-Tech, Inc. of Oregon (f/k/a Agri-Tech Inc.).
† 3.24	Articles of Incorporation of Alabama Recycling Services, Inc. (f/k/a ECS Environmental Contractors, Inc.), as amended.
† 3.25	Amended and Restated Bylaws of Alabama Recycling Services, Inc. (f/k/a ECS Environmental Contractors, Inc.).

**Exhibit
Number****Description**

† 3.26	Articles of Incorporation of Albany-Lebanon Sanitation, Inc. (f/k/a The Spay-Redfield Corporation), as amended.
† 3.27	Amended and Restated Bylaws of Albany-Lebanon Sanitation, Inc. (f/k/a The Spay-Redfield Corporation).
† 3.28	Articles of Incorporation of Allied Acquisition Pennsylvania, Inc.
† 3.29	Bylaws of Allied Acquisition Pennsylvania, Inc.
† 3.30	Articles of Organization of Allied Acquisition Two, Inc.
† 3.31	Bylaws of Allied Acquisition Two, Inc.
† 3.32	Certificate of Incorporation of Allied Enviroengineering, Inc.
† 3.33	Amended and Restated Bylaws of Allied Enviroengineering, Inc.
† 3.34	Certificate of Formation of Allied Gas Recovery Systems, L.L.C., as amended.
† 3.35	Operating Agreement of Allied Gas Recovery Systems, L.L.C.
† 3.36	Certificate of Incorporation of Allied Green Power, Inc.
† 3.37	Bylaws of Allied Green Power, Inc.
† 3.38	Certificate of Incorporation of Allied Nova Scotia, Inc., as amended.
† 3.39	Bylaws of Allied Nova Scotia, Inc.
† 3.40	Certificate of Formation of Allied Services, LLC, as amended.
† 3.41	Amended and Restated Operating Agreement of Allied Services, LLC.
† 3.42	Certificate of Formation of Allied Transfer Systems of New Jersey, LLC.
† 3.43	Operating Agreement of Allied Transfer Systems of New Jersey, LLC.
† 3.44	Certificate of Incorporation of Allied Waste Alabama, Inc.
† 3.45	Bylaws of Allied Waste Alabama, Inc.
† 3.46	Certificate of Incorporation of Allied Waste Company, Inc. (f/k/a Allied Waste Systems, Inc.), as amended.
† 3.47	Bylaws of Allied Waste Company, Inc. (f/k/a Allied Waste Systems, Inc.).
† 3.48	Certificate of Formation of Allied Waste Environmental Management Group, LLC.
† 3.49	Operating Agreement of Allied Waste Environmental Management Group, LLC.
† 3.50	Articles of Incorporation of Allied Waste Hauling of Georgia, Inc.
† 3.51	Bylaws of Allied Waste Hauling of Georgia, Inc.
† 3.52	Certificate of Incorporation of Allied Waste Holdings (Canada) Ltd.
† 3.53	Amended and Restated Bylaws of Allied Waste Holdings (Canada) Ltd.
† 3.54	Articles of Incorporation of Allied Waste Industries (Arizona), Inc.
† 3.55	Bylaws of Allied Waste Industries (Arizona), Inc.
† 3.56	Articles of Incorporation of Allied Waste Industries (New Mexico), Inc.
† 3.57	Bylaws of Allied Waste Industries (New Mexico), Inc.
† 3.58	Articles of Incorporation of Allied Waste Industries (Southwest), Inc.
† 3.59	Bylaws of Allied Waste Industries (Southwest), Inc.
† 3.60	Articles of Incorporation of Allied Waste Industries of Georgia, Inc.

Exhibit Number	Description
† 3.61	Bylaws of Allied Waste Industries of Georgia, Inc.
† 3.62	Articles of Incorporation of Allied Waste Industries of Illinois, Inc.
† 3.63	Bylaws of Allied Waste Industries of Illinois, Inc.
† 3.64	Articles of Incorporation of Allied Waste Industries of Northwest Indiana, Inc.
† 3.65	Bylaws of Allied Waste Industries of Northwest Indiana, Inc.
† 3.66	Charter of Allied Waste Industries of Tennessee, Inc.
† 3.67	Bylaws of Allied Waste Industries of Tennessee, Inc.
† 3.68	Amended and Restated Certificate of Incorporation of Allied Waste Industries, Inc.
† 3.69	Amended and Restated Bylaws of Allied Waste Industries, Inc.
† 3.70	Certificate of Incorporation of Allied Waste Landfill Holdings, Inc.
† 3.71	Bylaws of Allied Waste Landfill Holdings, Inc.
† 3.72	Articles of Organization of Allied Waste Niagara Falls Landfill, LLC.
† 3.73	Operating Agreement of Allied Waste Niagara Falls Landfill, LLC.
† 3.74	Certificate of Incorporation of Allied Waste North America, Inc. (f/k/a Allied Holdings (United States), Inc.), as amended.
† 3.75	Bylaws of Allied Waste North America, Inc. (f/k/a Allied Holdings (United States), Inc.).
† 3.76	Articles of Incorporation of Allied Waste of California, Inc.
† 3.77	Bylaws of Allied Waste of California, Inc.
† 3.78	Certificate of Incorporation of Allied Waste of Long Island, Inc.
† 3.79	Bylaws of Allied Waste of Long Island, Inc.
† 3.80	Certificate of Incorporation of Allied Waste of New Jersey, Inc.
† 3.81	Bylaws of Allied Waste of New Jersey, Inc.
† 3.82	Certificate of Formation of Allied Waste of New Jersey-New York, LLC (f/k/a Allied Waste of New Jersey, LLC), as amended.
† 3.83	Operating Agreement of Allied Waste of New Jersey-New York, LLC (f/k/a Allied Waste of New Jersey, LLC).
† 3.84	Certificate of Formation of Allied Waste Recycling Services of New Hampshire, LLC.
† 3.85	Operating Agreement of Allied Waste Recycling Services of New Hampshire, LLC.
† 3.86	Certificate of Incorporation of Allied Waste Rural Sanitation, Inc.
† 3.87	Bylaws of Allied Waste Rural Sanitation, Inc.
† 3.88	Certificate of Incorporation of Allied Waste Services of Colorado, Inc.
† 3.89	Bylaws of Allied Waste Services of Colorado, Inc.
† 3.90	Certificate of Organization of Allied Waste Services of Massachusetts, LLC (f/k/a BFI Waste Services of Massachusetts, LLC), as amended.
† 3.91	Operating Agreement of Allied Waste Services of Massachusetts, LLC (f/k/a BFI Waste Services of Massachusetts, LLC), as amended.
† 3.92	Certificate of Formation of Allied Waste Services of North America, LLC.
† 3.93	Operating Agreement of Allied Waste Services of North America, LLC, as amended.

Exhibit Number	Description
† 3.94	Articles of Incorporation of Allied Waste Services of Page, Inc. (f/k/a PSI Waste Systems, Inc., f/k/a Parks & Sons Intermountain, Inc.), as amended.
† 3.95	Bylaws of Allied Waste Services of Page, Inc. (f/k/a PSI Waste Systems, Inc., f/k/a Parks & Sons Intermountain, Inc.).
† 3.96	Articles of Incorporation of Allied Waste Services of Stillwater, Inc. (f/k/a H.E.W. Waste Systems, Inc.), as amended.
† 3.97	Amended and Restated Bylaws of Allied Waste Services of Stillwater, Inc. (f/k/a H.E.W. Waste Systems, Inc.).
† 3.98	Certificate of Formation of Allied Waste Sycamore Landfill, LLC.
† 3.99	Operating Agreement of Allied Waste Sycamore Landfill, LLC.
† 3.100	Certificate of Incorporation of Allied Waste Systems Holdings, Inc. (f/k/a Laidlaw Waste Systems Holdings, Inc., f/k/a Peabody Sanitary Landfill, Inc.), as amended.
† 3.101	Bylaws of Allied Waste Systems Holdings, Inc. (f/k/a Laidlaw Waste Systems Holdings, Inc., f/k/a Peabody Sanitary Landfill, Inc.).
† 3.102	Articles of Organization of Allied Waste Systems of Arizona, LLC.
† 3.103	Operating Agreement of Allied Waste Systems of Arizona, LLC.
† 3.104	Articles of Organization of Allied Waste Systems of Colorado, LLC.
† 3.105	Operating Agreement of Allied Waste Systems of Colorado, LLC.
† 3.106	Certificate of Formation of Allied Waste Systems of Indiana, LLC.
† 3.107	Operating Agreement of Allied Waste Systems of Indiana, LLC.
† 3.108	Articles of Organization of Allied Waste Systems of Michigan, LLC.
† 3.109	Operating Agreement of Allied Waste Systems of Michigan, LLC.
† 3.110	Articles of Organization of Allied Waste Systems of Montana, LLC.
† 3.111	Amended Operating Agreement of Allied Waste Systems of Montana, LLC.
† 3.112	Certificate of Formation of Allied Waste Systems of New Jersey, LLC.
† 3.113	Operating Agreement of Allied Waste Systems of New Jersey, LLC.
† 3.114	Articles of Organization of Allied Waste Systems of North Carolina, LLC.
† 3.115	Operating Agreement of Allied Waste Systems of North Carolina, LLC.
† 3.116	Certificate of Organization of Allied Waste Systems of Pennsylvania, LLC (f/k/a BFI Waste Systems of North America, Inc.), as amended.
† 3.117	Operating Agreement of Allied Waste Systems of Pennsylvania, LLC (f/k/a BFI Waste Systems of North America, Inc.), as amended.
† 3.118	Certificate of Incorporation of Allied Waste Systems, Inc. (f/k/a Laidlaw Systems Inc., f/k/a Theta Systems, Inc., f/k/a Theta Associates, Inc., f/k/a Theta of Hinsdale, Inc.), as amended.
† 3.119	Amended and Restated Bylaws of Allied Waste Systems, Inc. (f/k/a Laidlaw Systems Inc., f/k/a Theta Systems, Inc., f/k/a Theta Associates, Inc., f/k/a Theta of Hinsdale, Inc.).
† 3.120	Certificate of Formation of Allied Waste Transfer Services of Arizona, LLC.
† 3.121	Operating Agreement of Allied Waste Transfer Services of Arizona, LLC.
† 3.122	Articles of Organization of Allied Waste Transfer Services of California, LLC.
† 3.123	Operating Agreement of Allied Waste Transfer Services of California, LLC.

Exhibit Number	Description
† 3.124	Articles of Organization of Allied Waste Transfer Services of Florida, LLC.
† 3.125	Operating Agreement of Allied Waste Transfer Services of Florida, LLC.
† 3.126	Articles of Organization of Allied Waste Transfer Services of Iowa, LLC.
† 3.127	Operating Agreement of Allied Waste Transfer Services of Iowa, LLC.
† 3.128	Articles of Organization of Allied Waste Transfer Services of Lima, LLC.
† 3.129	Operating Agreement of Allied Waste Transfer Services of Lima, LLC.
† 3.130	Articles of Organization of Allied Waste Transfer Services of New York, LLC.
† 3.131	Operating Agreement of Allied Waste Transfer Services of New York, LLC.
† 3.132	Articles of Organization of Allied Waste Transfer Services of North Carolina, LLC.
† 3.133	Operating Agreement of Allied Waste Transfer Services of North Carolina, LLC.
† 3.134	Articles of Organization of Allied Waste Transfer Services of Oregon, LLC.
† 3.135	Operating Agreement of Allied Waste Transfer Services of Oregon, LLC.
† 3.136	Certificate of Formation of Allied Waste Transfer Services of Rhode Island, LLC.
† 3.137	Operating Agreement of Allied Waste Transfer Services of Rhode Island, LLC.
† 3.138	Articles of Incorporation of Allied Waste Transfer Services of Utah, Inc.
† 3.139	Bylaws of Allied Waste Transfer Services of Utah, Inc.
† 3.140	Certificate of Incorporation of Allied Waste Transportation, Inc.
† 3.141	Bylaws of Allied Waste Transportation, Inc.
† 3.142	Certificate of Incorporation of American Disposal Services of Illinois, Inc. (f/k/a County Disposal (Illinois), Inc.), as amended.
† 3.143	Amended and Restated Bylaws of American Disposal Services of Illinois, Inc. (f/k/a County Disposal (Illinois), Inc.).
† 3.144	Articles of Incorporation of American Disposal Services of Kansas, Inc. (f/k/a Burgan Trucking and Excavating, Inc.), as amended.
† 3.145	Amended and Restated Bylaws of American Disposal Services of Kansas, Inc. (f/k/a Burgan Trucking and Excavating, Inc.).
† 3.146	Certificate of Incorporation of American Disposal Services of Missouri, Inc. (f/k/a Missouri Disposal, Inc., f/k/a Joplin Disposal, Inc.), as amended.
† 3.147	Amended and Restated Bylaws of American Disposal Services of Missouri, Inc. (f/k/a Missouri Disposal, Inc., f/k/a Joplin Disposal, Inc.).
† 3.148	Certificate of Incorporation of American Disposal Services of New Jersey, Inc.
† 3.149	Amended and Restated Bylaws of American Disposal Services of New Jersey, Inc.
† 3.150	Certificate of Incorporation of American Disposal Services of West Virginia, Inc.
† 3.151	Amended and Restated Bylaws of American Disposal Services of West Virginia, Inc.
† 3.152	Certificate of Incorporation of American Disposal Services, Inc., as amended.
† 3.153	Amended and Restated Bylaws of American Disposal Services, Inc.
† 3.154	Certificate of Incorporation of American Disposal Transfer Services of Illinois, Inc.
† 3.155	Amended and Restated Bylaws of American Disposal Transfer Services of Illinois, Inc.
† 3.156	Certificate of Incorporation of American Materials Recycling Corp.

Exhibit Number	Description
† 3.157	Amended and Restated Bylaws of American Materials Recycling Corp.
† 3.158	Articles of Incorporation of American Sanitation, Inc.
† 3.159	Amended and Restated Bylaws of American Sanitation, Inc.
† 3.160	Certificate of Incorporation of American Transfer Company, Inc. (f/k/a Duffy Ave. Realty Corp.), as amended.
† 3.161	Amended and Restated Bylaws of American Transfer Company, Inc.
† 3.162	Certificate of Formation of Anson County Landfill NC, LLC.
† 3.163	Operating Agreement of Anson County Landfill NC, LLC.
† 3.164	Articles of Incorporation of Apache Junction Landfill Corporation.
† 3.165	Bylaws of Apache Junction Landfill Corporation.
† 3.166	Articles of Incorporation of Arc Disposal Company, Inc.
† 3.167	Amended and Restated Bylaws of Arc Disposal Company, Inc.
† 3.168	Articles of Incorporation of Area Disposal, Inc. (f/k/a Advanced Disposal Inc.), as amended.
† 3.169	Amended and Restated Bylaws of Area Disposal, Inc. (f/k/a Advanced Disposal Inc.).
† 3.170	Certificate of Formation of Ariana, LLC.
† 3.171	Second Amended and Restated Operating Agreement of Ariana, LLC.
† 3.172	Articles of Organization of Atlantic Waste Holding Company, Inc.
† 3.173	Bylaws of Atlantic Waste Holding Company, Inc.
† 3.174	Articles of Incorporation of Atlas Transport, Inc.
† 3.175	Second Amended and Restated Bylaws of Atlas Transport, Inc.
† 3.176	Certificate of Incorporation of Attwoods of North America, Inc. (f/k/a Stockley Road, Inc.), as amended.
† 3.177	Amended and Restated Bylaws of Attwoods of North America, Inc.
† 3.178	Articles of Organization of Autauga County Landfill, LLC.
† 3.179	Operating Agreement of Autauga County Landfill, LLC.
† 3.180	Certificate of Incorporation of Automated Modular Systems, Inc., as amended.
† 3.181	Amended and Restated Bylaws of Automated Modular Systems, Inc.
† 3.182	Certificate of Incorporation of Autoshred, Inc. (f/k/a Autosred, Inc.), as amended.
† 3.183	Amended and Restated Bylaws of Autoshred, Inc. (f/k/a Autosred, Inc.).
† 3.184	Certificate of Incorporation of AWIN Leasing Company, Inc.
† 3.185	Bylaws of AWIN Leasing Company, Inc.
† 3.186	Articles of Organization of AWIN Leasing II, LLC.
† 3.187	Operating Agreement of AWIN Leasing II, LLC.
† 3.188	Certificate of Incorporation of AWIN Management, Inc. (f/k/a AWIN Finance Company, Inc.), as amended.
† 3.189	Bylaws of AWIN Management, Inc. (f/k/a AWIN Finance Company, Inc.).
† 3.190	Charter of Barker Brothers Waste, Incorporated, as amended.
† 3.191	Amended and Restated Bylaws of Barker Brothers Waste, Incorporated.

Exhibit Number	Description
† 3.192	Articles of Incorporation of Bay Collection Services, Inc.
† 3.193	Second Amended and Restated Bylaws of Bay Collection Services, Inc.
† 3.194	Articles of Incorporation of Bay Environmental Management, Inc. (f/k/a RSS Management Corporation), as amended.
† 3.195	Second Amended and Restated Bylaws of Bay Environmental Management, Inc. (f/k/a RSS Management Corporation).
† 3.196	Articles of Incorporation of Bay Landfills, Inc.
† 3.197	Second Amended and Restated Bylaws of Bay Landfills, Inc.
† 3.198	Articles of Incorporation of Bay Leasing Company, Inc.
† 3.199	Second Amended and Restated Bylaws of Bay Leasing Company, Inc.
† 3.200	Certificate of Incorporation of BBCO, Inc.
† 3.201	Bylaws of BBCO, Inc.
† 3.202	Articles of Incorporation of Belleville Landfill, Inc. (f/k/a Laidlaw Waste Systems (Belleville) Inc., f/k/a Mid-States Disposal, Inc.), as amended.
† 3.203	Bylaws of Belleville Landfill, Inc. (f/k/a Laidlaw Waste Systems (Belleville) Inc., f/k/a Mid-States Disposal, Inc.).
† 3.204	Partnership Agreement of Benson Valley Landfill General Partnership.
† 3.205	Partnership Agreement of Benton County Development Company.
† 3.206	Articles of Incorporation of Berkley Sanitary Service, Inc.
† 3.207	Second Amended and Restated Bylaws of Berkley Sanitary Service, Inc.
† 3.208	Certificate of Formation of BFGSI, L.L.C.
† 3.209	Amended and Restated Operating Agreement of BFGSI, L.L.C.
† 3.210	Certificate of Incorporation of BFI Atlantic, Inc. (f/k/a BFI Argentina, Inc.), as amended.
† 3.211	Amended and Restated Bylaws of BFI Atlantic, Inc.
† 3.212	Certificate of Incorporation of BFI Energy Systems of Albany, Inc.
† 3.213	Amended and Restated Bylaws of BFI Energy Systems of Albany, Inc.
† 3.214	Certificate of Incorporation of BFI Energy Systems of Delaware County, Inc.
† 3.215	Amended and Restated Bylaws of BFI Energy Systems of Delaware County, Inc.
† 3.216	Certificate of Incorporation of BFI Energy Systems of Essex County, Inc. (f/k/a BFI Energy Systems of New Jersey, Inc.), as amended.
† 3.217	Amended and Restated Bylaws of BFI Energy Systems of Essex County, Inc.
† 3.218	Certificate of Incorporation of BFI Energy Systems of Hempstead, Inc.
† 3.219	Amended and Restated Bylaws of BFI Energy Systems of Hempstead, Inc.
† 3.220	Certificate of Incorporation of BFI Energy Systems of Niagara II, Inc.
† 3.221	Amended and Restated Bylaws of BFI Energy Systems of Niagara II, Inc.
† 3.222	Certificate of Incorporation of BFI Energy Systems of Niagara, Inc. (f/k/a BFI Energy Systems of Northwestern Connecticut, Inc.), as amended.
† 3.223	Amended and Restated Bylaws of BFI Energy Systems of Niagara, Inc.
† 3.224	Certificate of Incorporation of BFI Energy Systems of SEMASS, Inc.

Exhibit Number	Description
† 3.225	Amended and Restated Bylaws of BFI Energy Systems of SEMASS, Inc.
† 3.226	Certificate of Incorporation of BFI Energy Systems of Southeastern Connecticut, Inc.
† 3.227	Amended and Restated Bylaws of BFI Energy Systems of Southeastern Connecticut, Inc.
† 3.228	Certificate of Limited Partnership of BFI Energy Systems of Southeastern Connecticut, Limited Partnership, as amended.
† 3.229	Agreement of Limited Partnership of BFI Energy Systems of Southeastern Connecticut, Limited Partnership.
† 3.230	Certificate of Incorporation of BFI International, Inc. (f/k/a Browning-Ferris Overseas, Inc.), as amended.
† 3.231	Amended and Restated Bylaws of BFI International, Inc.
† 3.232	Certificate of Incorporation of BFI REF-FUEL, INC.
† 3.233	Amended and Restated Bylaws of BFI REF-FUEL, INC.
† 3.234	Certificate of Incorporation of BFI Trans River (GP), Inc. (f/k/a BFI Energy Systems of Kent/Sussex, Inc.), as amended.
† 3.235	Amended and Restated Bylaws of BFI Trans River (GP), Inc.
† 3.236	Certificate of Formation of BFI Transfer Systems of Alabama, LLC.
† 3.237	Operating Agreement of BFI Transfer Systems of Alabama, LLC, as amended.
† 3.238	Certificate of Formation of BFI Transfer Systems of DC, LLC.
† 3.239	Operating Agreement of BFI Transfer Systems of DC, LLC.
† 3.240	Certificate of Formation of BFI Transfer Systems of Georgia, LLC.
† 3.241	Operating Agreement of BFI Transfer Systems of Georgia, LLC.
† 3.242	Certificate of Formation of BFI Transfer Systems of Maryland, LLC (f/k/a BFI Transfer Systems of Kentucky, LLC), as amended.
† 3.243	Operating Agreement of BFI Transfer Systems of Maryland, LLC (f/k/a BFI Transfer Systems of Kentucky, LLC), as amended.
† 3.244	Certificate of Organization of BFI Transfer Systems of Massachusetts, LLC.
† 3.245	Operating Agreement of BFI Transfer Systems of Massachusetts, LLC, as amended.
† 3.246	Certificate of Formation of BFI Transfer Systems of Mississippi, LLC (f/k/a BFI Transfer Systems of Tennessee, LLC), as amended.
† 3.247	Operating Agreement of BFI Transfer Systems of Mississippi, LLC (f/k/a BFI Transfer Systems of Tennessee, LLC).
† 3.248	Certificate of Incorporation of BFI Transfer Systems of New Jersey, Inc., as amended.
† 3.249	Amended and Restated Bylaws of BFI Transfer Systems of New Jersey, Inc.
† 3.250	Certificate of Organization of BFI Transfer Systems of Pennsylvania, LLC.
† 3.251	Operating Agreement of BFI Transfer Systems of Pennsylvania, LLC, as amended.
† 3.252	Certificate of Limited Partnership of BFI Transfer Systems of Texas, LP.
† 3.253	Agreement of Limited Partnership of BFI Transfer Systems of Texas, LP, as amended.
† 3.254	Certificate of Formation of BFI Transfer Systems of Virginia, LLC.
† 3.255	Operating Agreement of BFI Transfer Systems of Virginia, LLC, as amended.

Exhibit Number	Description
† 3.256	Certificate of Limited Partnership of BFI Waste Services of Indiana, LP, as amended.
† 3.257	Agreement of Limited Partnership of BFI Waste Services of Indiana, LP, as amended.
† 3.258	Certificate of Organization of BFI Waste Services of Pennsylvania, LLC.
† 3.259	Operating Agreement of BFI Waste Services of Pennsylvania, LLC, as amended.
† 3.260	Certificate of Formation of BFI Waste Services of Tennessee, LLC.
† 3.261	Operating Agreement of BFI Waste Services of Tennessee, LLC.
† 3.262	Certificate of Limited Partnership of BFI Waste Services of Texas, LP.
† 3.263	Agreement of Limited Partnership of BFI Waste Services of Texas, LP, as amended.
† 3.264	Certificate of Formation of BFI Waste Services, LLC, as amended.
† 3.265	Operating Agreement of BFI Waste Services, LLC, as amended.
† 3.266	Certificate of Formation of BFI Waste Systems of Alabama, LLC.
† 3.267	Operating Agreement of BFI Waste Systems of Alabama, LLC, as amended.
† 3.268	Certificate of Formation of BFI Waste Systems of Arkansas, LLC.
† 3.269	Operating Agreement of BFI Waste Systems of Arkansas, LLC, as amended.
† 3.270	Certificate of Formation of BFI Waste Systems of Georgia, LLC.
† 3.271	Operating Agreement of BFI Waste Systems of Georgia, LLC, as amended.
† 3.272	Certificate of Limited Partnership of BFI Waste Systems of Indiana, LP.
† 3.273	Agreement of Limited Partnership of BFI Waste Systems of Indiana, LP.
† 3.274	Certificate of Formation of BFI Waste Systems of Kentucky, LLC.
† 3.275	Operating Agreement of BFI Waste Systems of Kentucky, LLC.
† 3.276	Certificate of Formation of BFI Waste Systems of Louisiana, LLC.
† 3.277	Operating Agreement of BFI Waste Systems of Louisiana, LLC, as amended.
† 3.278	Certificate of Organization of BFI Waste Systems of Massachusetts, LLC.
† 3.279	Operating Agreement of BFI Waste Systems of Massachusetts, LLC.
† 3.280	Certificate of Formation of BFI Waste Systems of Mississippi, LLC.
† 3.281	Operating Agreement of BFI Waste Systems of Mississippi, LLC, as amended.
† 3.282	Certificate of Formation of BFI Waste Systems of Missouri, LLC.
† 3.283	Operating Agreement of BFI Waste Systems of Missouri, LLC, as amended.
† 3.284	Certificate of Incorporation of BFI Waste Systems of New Jersey, Inc. (f/k/a Browning-Ferris Industries, of Elizabeth, N.J., Inc., f/k/a Elizabeth Disposal, Inc.), as amended.
† 3.285	Amended and Restated Bylaws of BFI Waste Systems of New Jersey, Inc.
† 3.286	Certificate of Formation of BFI Waste Systems of North America, LLC (f/k/a BFI Waste Systems of North America, Inc., f/k/a BFI Transportation, Inc.), as amended.
† 3.287	Operating Agreement of BFI Waste Systems of North America, LLC.
† 3.288	Certificate of Formation of BFI Waste Systems of North Carolina, LLC.
† 3.289	Operating Agreement of BFI Waste Systems of North Carolina, LLC.
† 3.290	Articles of Organization of BFI Waste Systems of Oklahoma, LLC.

Exhibit Number	Description
† 3.291	Operating Agreement of BFI Waste Systems of Oklahoma, LLC, as amended.
† 3.292	Certificate of Formation of BFI Waste Systems of South Carolina, LLC.
† 3.293	Operating Agreement of BFI Waste Systems of South Carolina, LLC.
† 3.294	Certificate of Formation of BFI Waste Systems of Tennessee, LLC.
† 3.295	Operating Agreement of BFI Waste Systems of Tennessee, LLC, as amended.
† 3.296	Certificate of Formation of BFI Waste Systems of Virginia, LLC.
† 3.297	Operating Agreement of BFI Waste Systems of Virginia, LLC, as amended.
† 3.298	Articles of Incorporation of Bio-Med of Oregon, Inc. (f/k/a O. D. Recycling, Ltd., f/k/a Pacific Energy Recovery, Inc.), as amended.
† 3.299	Amended and Restated Bylaws of Bio-Med of Oregon, Inc.
† 3.300	Articles of Incorporation of BLT Enterprises of Oxnard, Inc., as amended.
† 3.301	Second Amended and Restated Bylaws of BLT Enterprises of Oxnard, Inc.
† 3.302	Partnership Agreement of Blue Ridge Landfill General Partnership.
† 3.303	Certificate of Limited Partnership of Blue Ridge Landfill TX, LP (f/k/a BFI Waste Systems of Texas, LP), as amended.
† 3.304	Agreement of Limited Partnership of Blue Ridge Landfill TX, LP (f/k/a BFI Waste Systems of Texas, LP), as amended.
† 3.305	Certificate of Incorporation of Bond County Landfill, Inc. (f/k/a Kankeekie RDF Landfill, Inc., f/k/a Draw Acquisition Company Twenty-Three), as amended.
† 3.306	Bylaws of Bond County Landfill, Inc. (f/k/a Kankeekie RDF Landfill, Inc., f/k/a Draw Acquisition Company Twenty-Three).
† 3.307	Articles of Incorporation of Borrego Landfill, Inc.
† 3.308	Bylaws of Borrego Landfill, Inc.
† 3.309	Articles of Incorporation of Borrow Pit Corp.
† 3.310	Amended and Restated Bylaws of Borrow Pit Corp.
3.311	Certificate of Limited Partnership of Brenham Total Roll-Offs, LP.
3.312	Agreement of Limited Partnership of Brenham Total Roll-Offs, LP.
3.313	Articles of Incorporation of Brickyard Disposal & Recycling, Inc. (f/k/a H/L Disposal Co.), as amended.
3.314	Amended and Restated Bylaws of Brickyard Disposal & Recycling, Inc.
3.315	Certificate of Formation of Bridgeton Landfill, LLC.
3.316	Operating Agreement of Bridgeton Landfill, LLC.
3.317	Certificate of Formation of Bridgeton Transfer Station, LLC.
3.318	Operating Agreement of Bridgeton Transfer Station, LLC.
3.319	Certificate of Incorporation of Browning-Ferris Financial Services, Inc.
3.320	Amended and Restated Bylaws of Browning-Ferris Financial Services, Inc.
3.321	Articles of Incorporation of Browning-Ferris Industries Chemical Services, Inc.
3.322	Amended and Restated Bylaws of Browning-Ferris Industries Chemical Services, Inc.

Exhibit Number	Description
3.323	Articles of Incorporation of Browning-Ferris Industries of California, Inc. (f/k/a Browning-Ferris Industries of Southern California, Inc., f/k/a BFI Waste Systems of Southern California, Inc.), as amended.
3.324	Amended and Restated Bylaws of Browning-Ferris Industries of California, Inc.
3.325	Certificate of Incorporation of Browning-Ferris Industries of Florida, Inc.
3.326	Amended and Restated Bylaws of Browning-Ferris Industries of Florida, Inc.
3.327	Certificate of Incorporation of Browning-Ferris Industries of Illinois, Inc. (f/k/a BFI of Illinois, Inc.), as amended.
3.328	Amended and Restated Bylaws of Browning-Ferris Industries of Illinois, Inc.
3.329	Certificate of Incorporation of Browning-Ferris Industries of New Jersey, Inc.
3.330	Amended and Restated Bylaws of Browning-Ferris Industries of New Jersey, Inc.
3.331	Certificate of Incorporation of Browning-Ferris Industries of New York, Inc. (f/k/a Modern Waste Service, Inc., f/k/a T. Pedone & Sons, Inc.), as amended.
3.332	Amended and Restated Bylaws of Browning-Ferris Industries of New York, Inc.
3.333	Certificate of Incorporation of Browning-Ferris Industries of Ohio, Inc., as amended.
3.334	Amended and Restated Bylaws of Browning-Ferris Industries of Ohio, Inc.
3.335	Restated Charter of Browning-Ferris Industries of Tennessee, Inc. (f/k/a Browning-Ferris Industries of Memphis, Inc., f/k/a Patterson Waste Control, Inc., f/k/a PWC, Inc.).
3.336	Amended and Restated Bylaws of Browning-Ferris Industries of Tennessee, Inc.
3.337	Articles of Organization of Browning-Ferris Industries, Inc. (f/k/a BFI Waste Systems of Massachusetts, Inc., f/k/a Dooley Bros., Inc.), as amended.
3.338	Amended and Restated Bylaws of Browning-Ferris Industries, Inc.
3.339	Certificate of Formation of Browning-Ferris Industries, LLC (f/k/a Browning-Ferris Industries, Inc.).
3.340	Operating Agreement of Browning-Ferris Industries, LLC.
3.341	Certificate of Incorporation of Browning-Ferris Services, Inc., as amended.
3.342	Amended and Restated Bylaws of Browning-Ferris Services, Inc.
3.343	Articles of Incorporation of Browning-Ferris, Inc.
3.344	Amended and Restated Bylaws of Browning-Ferris, Inc.
3.345	Certificate of Formation of Brunswick Waste Management Facility, LLC (f/k/a Brunswick County Landfill, LLC), as amended.
3.346	Operating Agreement of Brunswick Waste Management Facility, LLC (f/k/a Brunswick County Landfill, LLC).
3.347	Articles of Incorporation of Bunting Trash Service, Inc.
3.348	Amended and Restated Bylaws of Bunting Trash Service, Inc.
3.349	Certificate of Formation of Butler County Landfill, LLC.
3.350	Operating Agreement of Butler County Landfill, LLC.
3.351	Articles of Organization of C & C Expanded Sanitary Landfill, LLC.
3.352	Operating Agreement of C & C Expanded Sanitary Landfill, LLC.
3.353	Articles of Organization of Cactus Waste Systems, LLC (f/k/a Cactus Waste Systems LLC), as amended.

Exhibit Number	Description
3.354	Amended and Restated Operating Agreement of Cactus Waste Systems, LLC.
3.355	Articles of Incorporation of Calvert Trash Systems, Incorporated (f/k/a GLJ Equipment Company, Incorporated), as amended.
3.356	Amended and Restated Bylaws of Calvert Trash Systems, Incorporated.
3.357	Certificate of Limited Partnership of Camelot Landfill TX, LP.
3.358	Agreement of Limited Partnership of Camelot Landfill TX, LP.
3.359	Articles of Incorporation of Capitol Recycling and Disposal, Inc., as amended.
3.360	Amended and Restated Bylaws of Capitol Recycling and Disposal, Inc.
3.361	Articles of Organization of Carbon Limestone Landfill, LLC.
3.362	Operating Agreement of Carbon Limestone Landfill, LLC.
3.363	Certificate of Incorporation of CC Landfill, Inc.
3.364	Bylaws of CC Landfill, Inc.
3.365	Certificate of Incorporation of CECOS International, Inc. (f/k/a CECOS, Chemical and Environmental Conservation Systems, Inc., f/k/a Newco Chemical Waste Systems, Inc.), as amended.
3.366	Amended and Restated Bylaws of CECOS International, Inc.
3.367	Certificate of Limited Partnership of Cefe Landfill TX, LP (f/k/a BFI Elliott Landfill TX, LP), as amended.
3.368	Agreement of Limited Partnership of Cefe Landfill TX, LP (f/k/a BFI Elliott Landfill TX, LP), as amended.
3.369	Articles of Incorporation of Celina Landfill, Inc. (f/k/a Laidlaw Waste Systems (Celina), Inc., f/k/a Laidlaw Waste Systems (Ohio) Inc., f/k/a WBT, Inc.), as amended.
3.370	Code of Regulations of Celina Landfill, Inc. (f/k/a Laidlaw Waste Systems (Celina), Inc., f/k/a Laidlaw Waste Systems (Ohio) Inc., f/k/a WBT, Inc.).
3.371	Articles of Incorporation of Central Arizona Transfer, Inc.
3.372	Bylaws of Central Arizona Transfer, Inc.
3.373	Articles of Incorporation of Central Sanitary Landfill, Inc., as amended.
3.374	Bylaws of Central Sanitary Landfill, Inc.
3.375	Articles of Organization of Central Virginia Properties, LLC.
3.376	Operating Agreement of Central Virginia Properties, LLC.
3.377	Articles of Incorporation of Charter Evaporation Resource Recovery Systems, as amended.
3.378	Amended and Restated Bylaws of Charter Evaporation Resource Recovery Systems.
3.379	Articles of Incorporation of Cherokee Run Landfill, Inc. (f/k/a Laidlaw Waste Systems (Bellefontaine) Inc., f/k/a Logan Waste Control, Inc.), as amended.
3.380	Regulations of Cherokee Run Landfill, Inc. (f/k/a Laidlaw Waste Systems (Bellefontaine) Inc., f/k/a Logan Waste Control, Inc.).
3.381	Certificate of Formation of Chilton Landfill, LLC.
3.382	Operating Agreement of Chilton Landfill, LLC.
3.383	Articles of Incorporation of Citizens Disposal, Inc., as amended.
3.384	Bylaws of Citizens Disposal, Inc.

Exhibit Number	Description
3.385	Articles of Incorporation of City-Star Services, Inc., as amended.
3.386	Bylaws of City-Star Services, Inc.
3.387	Articles of Incorporation of Clarkston Disposal, Inc., as amended.
3.388	Bylaws of Clarkston Disposal, Inc.
3.389	Partnership Agreement of Clinton County Landfill Partnership.
3.390	Certificate of Incorporation of Cocopah Landfill, Inc.
3.391	Bylaws of Cocopah Landfill, Inc.
3.392	Certificate of Incorporation of Compactor Rental Systems of Delaware, Inc. (f/k/a Republic Industries Compactor Rental, Inc.), as amended.
3.393	Amended and Restated Bylaws of Compactor Rental Systems of Delaware, Inc.
3.394	Certificate of Formation of Consolidated Disposal Service, L.L.C. (f/k/a L.A. County, LLC), as amended.
3.395	Third Amended and Restated Operating Agreement of Consolidated Disposal Service, L.L.C.
3.396	Certificate of Formation of Continental Waste Industries, L.L.C. (f/k/a Continental Waste Industries, Inc.), as amended.
3.397	Operating Agreement of Continental Waste Industries, L.L.C.
3.398	Certificate of Incorporation of Copper Mountain Landfill, Inc.
3.399	Bylaws of Copper Mountain Landfill, Inc.
3.400	Articles of Incorporation of Corvallis Disposal Co., as amended.
3.401	Amended and Restated Bylaws of Corvallis Disposal Co.
3.402	Certificate of Incorporation of County Disposal (Ohio), Inc.
3.403	Amended and Restated Bylaws of County Disposal (Ohio), Inc.
3.404	Certificate of Incorporation of County Disposal, Inc., as amended.
3.405	Amended and Restated Bylaws of County Disposal, Inc.
3.406	Articles of Organization of County Environmental Landfill, LLC.
3.407	Operating Agreement of County Environmental Landfill, LLC.
3.408	Articles of Organization of County Land Development Landfill, LLC (f/k/a County Land Development Sanitary Landfill, LLC), as amended.
3.409	Operating Agreement of County Land Development Landfill, LLC (f/k/a County Land Development Sanitary Landfill, LLC).
3.410	Certificate of Incorporation of County Landfill, Inc.
3.411	Amended and Restated Bylaws of County Landfill, Inc.
3.412	Partnership Agreement of County Line Landfill Partnership, as amended.
3.413	Certificate of Formation of Courtney Ridge Landfill, LLC.
3.414	Operating Agreement of Courtney Ridge Landfill, LLC.
3.415	Articles of Organization of Crescent Acres Landfill, LLC.
3.416	Operating Agreement of Crescent Acres Landfill, LLC.
3.417	Articles of Incorporation of Crockett Sanitary Service, Inc. (f/k/a Crockett Garbage Service, Inc.), as amended.

Exhibit Number	Description
3.418	Second Amended and Restated Bylaws of Crockett Sanitary Service, Inc.
3.419	Certificate of Limited Partnership of Crow Landfill TX, L.P.
3.420	Agreement of Limited Partnership of Crow Landfill TX, L.P., as amended.
3.421	Articles of Organization of Cumberland County Development Company, LLC (f/k/a Charlotte County Development Company, LLC).
3.422	Operating Agreement of Cumberland County Development Company, LLC (f/k/a Charlotte County Development Company, LLC).
3.423	Articles of Incorporation of CWI of Illinois, Inc. (f/k/a Continental Waste Industries of Illinois, Inc., f/k/a Continental Waste Industries Venture, Inc., f/k/a Continental Waste Industries Venture, Inc.), as amended.
3.424	Amended and Restated Bylaws of CWI of Illinois, Inc.
3.425	Articles of Incorporation of CWI of Missouri, Inc. (f/k/a Tutor Jr. Refuse Service, Inc.), as amended.
3.426	Amended and Restated Bylaws of CWI of Missouri, Inc.
3.427	Certificate of Formation of D & L Disposal, L.L.C.
3.428	Amended and Restated Operating Agreement of D & L Disposal, L.L.C.
3.429	Articles of Incorporation of Dallas Disposal Co. (f/k/a Dallas Garbage Disposal Co., f/k/a Kelman Garbage Disposal Company), as amended.
3.430	Amended and Restated Bylaws of Dallas Disposal Co.
3.431	Articles of Incorporation of Delta Container Corporation.
3.432	Bylaws of Delta Container Corporation.
3.433	Articles of Incorporation of Delta Dade Recycling Corp.
3.434	Amended and Restated Bylaws of Delta Dade Recycling Corp.
3.435	Articles of Incorporation of Delta Paper Stock, Co.
3.436	Bylaws of Delta Paper Stock, Co.
3.437	Articles of Incorporation of Delta Resources Corp.
3.438	Amended and Restated Bylaws of Delta Resources Corp.
3.439	Articles of Incorporation of Delta Site Development Corp.
3.440	Amended and Restated Bylaws of Delta Site Development Corp.
3.441	Articles of Incorporation of Delta Waste Corp.
3.442	Amended and Restated Bylaws of Delta Waste Corp.
3.443	Articles of Incorporation of Dempsey Waste Systems II, Inc.
3.444	Bylaws of Dempsey Waste Systems II, Inc.
3.445	Articles of Incorporation of Denver RL North, Inc.
3.446	Bylaws of Denver RL North, Inc.
3.447	Certificate of Limited Partnership of Desarrollo del Rancho La Gloria TX, LP (f/k/a Donna Development Co. TX, LP), as amended.
3.448	Agreement of Limited Partnership of Desarrollo del Rancho La Gloria TX, LP (f/k/a Donna Development Co. TX, LP).
3.449	Articles of Incorporation of Dinverno, Inc., as amended.

Exhibit Number	Description
3.450	Amended and Restated Bylaws of Dinverno, Inc.
3.451	Articles of Incorporation of DTC Management, Inc.
3.452	Amended and Restated Bylaws of DTC Management, Inc.
3.453	Certificate of Formation of E Leasing Company, LLC, as amended.
3.454	Limited Liability Company Agreement of E Leasing Company, LLC, as amended.
3.455	Articles of Incorporation of Eagle Industries Leasing, Inc.
3.456	Amended and Restated Bylaws of Eagle Industries Leasing, Inc., as amended.
3.457	Certificate of Incorporation of East Chicago Compost Facility, Inc.
3.458	Bylaws of East Chicago Compost Facility, Inc.
3.459	Certificate of Incorporation of ECDC Environmental of Humboldt County, Inc.
3.460	Bylaws of ECDC Environmental of Humboldt County, Inc.
3.461	Articles of Organization of ECDC Environmental, L.C. (f/k/a ECDFP, L.C.), as amended.
3.462	Amended and Restated Operating Agreement of ECDC Environmental, L.C.
3.463	Certificate of Incorporation of ECDC Holdings, Inc.
3.464	Bylaws of ECDC Holdings, Inc.
3.465	Certificate of Limited Partnership of El Centro Landfill, L.P., as amended.
3.466	Amended and Restated Partnership Agreement of El Centro Landfill, L.P., as amended.
3.467	Articles of Incorporation of Elder Creek Transfer & Recovery, Inc.
3.468	Bylaws of Elder Creek Transfer & Recovery, Inc.
3.469	Certificate of Limited Partnership of Ellis County Landfill TX, LP, as amended.
3.470	Agreement of Limited Partnership of Ellis County Landfill TX, LP, as amended.
3.471	Certificate of Formation of Ellis Scott Landfill MO, LLC.
3.472	Operating Agreement of Ellis Scott Landfill MO, LLC.
3.473	Articles of Incorporation of Envirocycle, Inc.
3.474	Amended and Restated Bylaws of Envirocycle, Inc.
3.475	Certificate of Incorporation of Environmental Development Corp., as amended.
3.476	Amended and Restated Bylaws of Environmental Development Corp.
3.477	Articles of Incorporation of Environmental Reclamation Company, as amended.
3.478	Amended and Restated Bylaws of Environmental Reclamation Company, as amended.
3.479	Certificate of Incorporation of EnvironTech, Inc.
3.480	Amended and Restated Bylaws of EnvironTech, Inc.
3.481	Certificate of Formation of Envotech-Illinois L.L.C.
3.482	Amended and Restated Operating Agreement of Envotech-Illinois L.L.C.
3.483	Certificate of Incorporation of Evergreen Scavenger Service, Inc. (f/k/a Evergreen Scavenger Services, Inc., f/k/a Workman Services, Inc.), as amended.
3.484	Amended and Restated Bylaws of Evergreen Scavenger Service, Inc.
3.485	Certificate of Formation of Evergreen Scavenger Service, L.L.C., as amended.

Exhibit Number	Description
3.486	Amended and Restated Operating Agreement of Evergreen Scavenger Service, L.L.C.
3.487	Articles of Organization of F.P. McNamara Rubbish Removal Inc.
3.488	Amended and Restated Bylaws of F.P. McNamara Rubbish Removal Inc.
3.489	Articles of Organization of Flint Hill Road, LLC.
3.490	Operating Agreement of Flint Hill Road, LLC.
3.491	Articles of Incorporation of FLL, Inc. (f/k/a KCL & K — M, Inc.), as amended.
3.492	Amended and Restated Bylaws of FLL, Inc.
3.493	Certificate of Formation of Forest View Landfill, LLC.
3.494	Operating Agreement of Forest View Landfill, LLC.
3.495	Certificate of Limited Partnership of Fort Worth Landfill TX, LP.
3.496	Agreement of Limited Partnership of Fort Worth Landfill TX, LP, as amended.
3.497	Articles of Incorporation of Forward, Inc.
3.498	Amended and Restated Bylaws of Forward, Inc.
3.499	Articles of Incorporation of Fred Barbara Trucking Co., Inc.
3.500	Amended and Restated Bylaws of Fred Barbara Trucking Co., Inc.
3.501	Articles of Organization of Frontier Waste Services (Colorado), LLC, as amended.
3.502	Operating Agreement of Frontier Waste Services (Colorado), LLC.
3.503	Amended and Restated Articles of Organization of Frontier Waste Services (Utah), LLC.
3.504	Operating Agreement of Frontier Waste Services (Utah), LLC.
3.505	Articles of Organization of Frontier Waste Services of Louisiana L.L.C.
3.506	Operating Agreement of Frontier Waste Services of Louisiana L.L.C.
3.507	Certificate of Limited Partnership of Frontier Waste Services, L.P. (f/k/a Frontier Disposal, L.P.), as amended.
3.508	Amended and Restated Agreement of Limited Partnership of Frontier Waste Services, L.P.
3.509	Articles of Incorporation of G. Van Dyken Disposal Inc.
3.510	Bylaws of G. Van Dyken Disposal Inc.
3.511	Certificate of Limited Partnership of Galveston County Landfill TX, LP.
3.512	Agreement of Limited Partnership of Galveston County Landfill TX, LP, as amended.
3.513	Articles of Organization of Gateway Landfill, LLC, as amended.
3.514	Amended and Restated Operating Agreement of Gateway Landfill, LLC.
3.515	Articles of Incorporation of GEK, Inc., as amended.
3.516	Amended and Restated Bylaws of GEK, Inc.
3.517	Certificate of Incorporation of General Refuse Rolloff Corp.
3.518	Amended and Restated Bylaws of General Refuse Rolloff Corp.
3.519	Articles of Organization of General Refuse Service of Ohio, L.L.C., as amended.
3.520	Amended and Restated Operating Agreement of General Refuse Service of Ohio, L.L.C.
3.521	Certificate of Incorporation of Georgia Recycling Services, Inc.

Exhibit Number	Description
3.522	Amended and Restated Bylaws of Georgia Recycling Services, Inc.
3.523	Certificate of Limited Partnership of Giles Road Landfill TX, LP.
3.524	Agreement of Limited Partnership of Giles Road Landfill TX, LP.
3.525	Articles of Incorporation of Golden Bear Transfer Services, Inc.
3.526	Amended and Restated Bylaws of Golden Bear Transfer Services, Inc.
3.527	Certificate of Limited Partnership of Golden Triangle Landfill TX, LP.
3.528	Agreement of Limited Partnership of Golden Triangle Landfill TX, LP, as amended.
3.529	Articles of Incorporation of Golden Waste Disposal, Inc.
3.530	Bylaws of Golden Waste Disposal, Inc.
3.531	Articles of Incorporation of Grants Pass Sanitation, Inc., as amended.
3.532	Amended and Restated Bylaws of Grants Pass Sanitation, Inc.
3.533	Certificate of Incorporation of Great Lakes Disposal Service, Inc.
3.534	Amended and Restated Bylaws of Great Lakes Disposal Service, Inc.
3.535	Certificate of Formation of Great Plains Landfill OK, LLC.
3.536	Operating Agreement of Great Plains Landfill OK, LLC.
3.537	Partnership Agreement of Green Valley Landfill General Partnership.
3.538	Certificate of Organization of Greenridge Reclamation, LLC.
3.539	Operating Agreement of Greenridge Reclamation, LLC.
3.540	Certificate of Organization of Greenridge Waste Services, LLC.
3.541	Operating Agreement of Greenridge Waste Services, LLC.
3.542	Certificate of Limited Partnership of Greenwood Landfill TX, LP.
3.543	Agreement of Limited Partnership of Greenwood Landfill TX, LP.
3.544	Certificate of Limited Partnership of Gulf West Landfill TX, LP.
3.545	Agreement of Limited Partnership of Gulf West Landfill TX, LP, as amended.
3.546	Articles of Incorporation of Gulfcoast Waste Service, Inc.
3.547	Amended and Restated Bylaws of Gulfcoast Waste Service, Inc.
3.548	Certificate of Formation of H Leasing Company, LLC, as amended.
3.549	Limited Liability Company Agreement of H Leasing Company, LLC, as amended.
3.550	Certificate of Formation of Hancock County Development Company, LLC.
3.551	Operating Agreement of Hancock County Development Company, LLC.
3.552	Articles of Incorporation of Harland's Sanitary Landfill, Inc. (f/k/a White's Sanitary Landfill, Inc., f/k/a White's Trucking & Sanitary Landfill, Inc.), as amended.
3.553	Bylaws of Harland's Sanitary Landfill, Inc.
3.554	Certificate of Formation of Harrison County Landfill, LLC.
3.555	Operating Agreement of Harrison County Landfill, LLC.
3.556	Articles of Incorporation of Honeygo Run Reclamation Center, Inc., as amended.
3.557	Amended and Restated Bylaws of Honeygo Run Reclamation Center, Inc.

Exhibit Number	Description
3.558	Partnership Agreement of Illiana Disposal Partnership, as amended.
3.559	Articles of Incorporation of Illinois Landfill, Inc.
3.560	Bylaws of Illinois Landfill, Inc.
3.561	Articles of Incorporation of Illinois Recycling Services, Inc.
3.562	Amended and Restated Bylaws of Illinois Recycling Services, Inc.
3.563	Articles of Incorporation of Illinois Valley Recycling, Inc., as amended.
3.564	Amended and Restated Bylaws of Illinois Valley Recycling, Inc.
3.565	Articles of Incorporation of Imperial Landfill, Inc.
3.566	Bylaws of Imperial Landfill, Inc.
3.567	Articles of Incorporation of Independent Trucking Company (f/k/a Independent Trucking), as amended.
3.568	Bylaws of Independent Trucking Company.
3.569	Articles of Incorporation of Ingrum Waste Disposal, Inc.
3.570	Amended and Restated Bylaws of Ingrum Waste Disposal, Inc.
3.571	Articles of Incorporation of International Disposal Corp. of California.
3.572	Amended and Restated Bylaws of International Disposal Corp. of California.
3.573	Certificate of Incorporation of Island Waste Services Ltd. (f/k/a Selas Enterprises Ltd.), as amended.
3.574	Bylaws of Island Waste Services Ltd. (f/k/a Selas Enterprises Ltd.).
3.575	Certificate of Limited Partnership of Itasca Landfill TX, LP.
3.576	Agreement of Limited Partnership of Itasca Landfill TX, LP, as amended.
3.577	Certificate of Formation of Jackson County Landfill, LLC, as amended.
3.578	Operating Agreement of Jackson County Landfill, LLC.
3.579	Partnership Agreement of Jasper County Development Company Partnership.
3.580	Certificate of Formation of Jefferson City Landfill, LLC.
3.581	Operating Agreement of Jefferson City Landfill, LLC.
3.582	Articles of Organization of Jefferson Parish Development Company, LLC.
3.583	Operating Agreement of Jefferson Parish Development Company, LLC.
3.584	Articles of Incorporation of Jetter Disposal, Inc., as amended.
3.585	Amended and Restated Bylaws of Jetter Disposal, Inc.
3.586	Certificate of Formation of Kandel Enterprises, LLC, as amended.
3.587	Amended and Restated Operating Agreement of Kandel Enterprises, LLC.
3.588	Articles of Incorporation of Kankakee Quarry, Inc.
3.589	Bylaws of Kankakee Quarry, Inc.
3.590	Articles of Incorporation of Keller Canyon Landfill Company.
3.591	Amended and Restated Bylaws of Keller Canyon Landfill Company.
3.592	Articles of Incorporation of Keller Drop Box, Inc., as amended.
3.593	Amended and Restated Bylaws of Keller Drop Box, Inc.

Exhibit Number	Description
3.594	Certificate of Limited Partnership of Kerrville Landfill TX, LP.
3.595	Agreement of Limited Partnership of Kerrville Landfill TX, LP, as amended.
3.596	Partnership Agreement of Key Waste Indiana Partnership, as amended.
3.597	Articles of Incorporation of La Cañada Disposal Company, Inc. (f/k/a La Cañada Disposal, Inc.), as amended.
3.598	Amended and Restated Bylaws of La Cañada Disposal Company, Inc.
3.599	Partnership Agreement of Lake County C & D Development Partnership.
3.600	Articles of Incorporation of Lake Norman Landfill, Inc.
3.601	Amended and Restated Bylaws of Lake Norman Landfill, Inc.
3.602	Articles of Incorporation of LandComp Corporation.
3.603	Amended and Restated Bylaws of LandComp Corporation.
3.604	Articles of Incorporation of Lathrop Sunrise Sanitation Corporation.
3.605	Amended and Restated Bylaws of Lathrop Sunrise Sanitation Corporation.
3.606	Certificate of Formation of Lee County Landfill SC, LLC.
3.607	Operating Agreement of Lee County Landfill SC, LLC.
3.608	Articles of Incorporation of Lee County Landfill, Inc.
3.609	Bylaws of Lee County Landfill, Inc.
3.610	Certificate of Formation of Lemons Landfill, LLC.
3.611	Operating Agreement of Lemons Landfill, LLC.
3.612	Certificate of Limited Partnership of Lewisville Landfill TX, LP.
3.613	Agreement of Limited Partnership of Lewisville Landfill TX, LP, as amended.
3.614	Certificate of Incorporation of Liberty Waste Holdings, Inc.
3.615	Amended and Restated Bylaws of Liberty Waste Holdings, Inc.
3.616	Certificate of Formation of Liberty Waste Services Limited, L.L.C., as amended.
3.617	Second Amended and Restated Limited Liability Company Agreement of Liberty Waste Services Limited, L.L.C.
3.618	Articles of Organization of Liberty Waste Services of Illinois, L.L.C., as amended.
3.619	Amended and Restated Operating Agreement of Liberty Waste Services of Illinois, L.L.C.
3.620	Certificate of Formation of Liberty Waste Services of McCook, L.L.C. (f/k/a West Suburban Recycling & Energy Center, L.L.C., f/k/a West Suburban Resources & Energy Center, L.L.C.), as amended.
3.621	Amended and Restated Operating Agreement of Liberty Waste Services of McCook, L.L.C.
3.622	Certificate of Formation of Little Creek Landing, LLC.
3.623	Operating Agreement of Little Creek Landing, LLC.
3.624	Certificate of Formation of Local Sanitation of Rowan County, L.L.C.
3.625	Limited Liability Company Agreement of Local Sanitation of Rowan County, L.L.C.
3.626	Articles of Incorporation of Loop Recycling, Inc., as amended.
3.627	Amended and Restated Bylaws of Loop Recycling, Inc.

Exhibit Number	Description
3.628	Articles of Incorporation of Loop Transfer, Incorporated, as amended.
3.629	Amended and Restated Bylaws of Loop Transfer, Incorporated.
3.630	Articles of Organization of Lorain County Landfill, LLC.
3.631	Operating Agreement of Lorain County Landfill, LLC.
3.632	Certificate of Incorporation of Louis Pinto & Son, Inc., Sanitation Contractors.
3.633	Amended and Restated Bylaws of Louis Pinto & Son, Inc., Sanitation Contractors.
3.634	Certificate of Incorporation of Lucas County Land Development, Inc. (f/k/a Macomb Landfill, Inc.), as amended.
3.635	Bylaws of Lucas County Land Development, Inc. (f/k/a Macomb Landfill, Inc.).
3.636	Articles of Organization of Lucas County Landfill, LLC.
3.637	Operating Agreement of Lucas County Landfill, LLC.
3.638	Articles of Organization of Madison County Development, LLC (f/k/a Wilson County Development, LLC), as amended.
3.639	Operating Agreement of Madison County Development, LLC (f/k/a Wilson County Development, LLC), as amended.
3.640	Articles of Incorporation of Manumit of Florida, Inc.
* 3.641	Amended and Restated Bylaws of Manumit of Florida, Inc.
* 3.642	Certificate of Limited Partnership of Mars Road TX, LP.
* 3.643	Agreement of Limited Partnership of Mars Road TX, LP.
* 3.644	Certificate of Limited Partnership of McCarty Road Landfill TX, LP.
* 3.645	Agreement of Limited Partnership of McCarty Road Landfill TX, LP, as amended.
* 3.646	Articles of Incorporation of McCusker Recycling, Inc.
* 3.647	Second Amended and Restated Bylaws of McCusker Recycling, Inc.
* 3.648	Articles of Incorporation of McInnis Waste Systems, Inc.
* 3.649	Amended and Restated Bylaws of McInnis Waste Systems, Inc.
* 3.650	Articles of Organization of Menands Environmental Solutions, LLC.
* 3.651	Operating Agreement of Menands Environmental Solutions, LLC.
* 3.652	Articles of Incorporation of Mesa Disposal, Inc. (f/k/a Bullhead City Investors, Inc.), as amended.
* 3.653	Amended and Restated Bylaws of Mesa Disposal, Inc.
* 3.654	Certificate of Limited Partnership of Mesquite Landfill TX, LP.
* 3.655	Agreement of Limited Partnership of Mesquite Landfill TX, LP, as amended.
* 3.656	Certificate of Limited Partnership of Mexia Landfill TX, LP.
* 3.657	Agreement of Limited Partnership of Mexia Landfill TX, LP, as amended.
* 3.658	Articles of Incorporation of Midway Development Company, Inc.
* 3.659	Bylaws of Midway Development Company, Inc.
* 3.660	Articles of Incorporation of Mississippi Waste Paper Company.
* 3.661	Amended and Restated Bylaws of Mississippi Waste Paper Company.
* 3.662	Articles of Organization of Missouri City Landfill, LLC.

**Exhibit
Number****Description**

* 3.663	Operating Agreement of Missouri City Landfill, LLC.
* 3.664	Amended and Restated Partnership Agreement of Morehead Landfill General Partnership.
* 3.665	Certificate of Incorporation of Mountain Home Disposal, Inc. (f/k/a Waste Connections of Idaho, Inc.), as amended.
* 3.666	Amended and Restated Bylaws of Mountain Home Disposal, Inc. (f/k/a Waste Connections of Idaho, Inc.).
* 3.667	Certificate of Formation of N Leasing Company, LLC, as amended.
* 3.668	Limited Liability Company Agreement of N Leasing Company, LLC, as amended.
* 3.669	Articles of Incorporation of NationsWaste Catawba Regional Landfill, Inc.
* 3.670	Amended and Restated Bylaws of NationsWaste Catawba Regional Landfill, Inc.
* 3.671	Certificate of Incorporation of NationsWaste, Inc.
* 3.672	Bylaws of NationsWaste, Inc.
* 3.673	Certificate of Incorporation of Ncorp, Inc.
* 3.674	Amended and Restated Bylaws of Ncorp, Inc.
* 3.675	Articles of Incorporation of New Morgan Landfill Company, Inc.
* 3.676	Amended and Restated Bylaws of New Morgan Landfill Company, Inc.
* 3.677	Certificate of Formation of New York Waste Services, LLC.
* 3.678	Operating Agreement of New York Waste Services, LLC.
* 3.679	Certificate of Incorporation of Newco Waste Systems of New Jersey, Inc.
* 3.680	Amended and Restated Bylaws of Newco Waste Systems of New Jersey, Inc.
* 3.681	Partnership Agreement of Newton County Landfill Partnership, as amended.
* 3.682	Articles of Incorporation of Noble Road Landfill, Inc.
* 3.683	Amended and Restated Bylaws of Noble Road Landfill, Inc.
* 3.684	Certificate of Formation of Northeast Landfill, LLC.
* 3.685	Operating Agreement of Northeast Landfill, LLC.
* 3.686	Articles of Incorporation of Northlake Transfer, Inc.
* 3.687	Bylaws of Northlake Transfer, Inc.
* 3.688	Charter of Northwest Tennessee Disposal Corporation.
* 3.689	Second Amended and Restated Bylaws of Tennessee Disposal Corporation.
* 3.690	Articles of Incorporation of Oakland Heights Development, Inc. (f/k/a Wayne Disposal-Oakland, Inc.), as amended.
* 3.691	Amended and Restated Bylaws of Oakland Heights Development, Inc. (f/k/a Wayne Disposal-Oakland, Inc.).
* 3.692	Articles of Organization of Obscurity Land Development, LLC.
* 3.693	Operating Agreement of Obscurity Land Development, LLC.
* 3.694	Amended and Restated Joint Venture Agreement of Oceanside Waste & Recycling Services.
* 3.695	Certificate of Incorporation of Ohio Republic Contracts, II, Inc.
* 3.696	Amended and Restated Bylaws of Ohio Republic Contracts, II, Inc.

Exhibit Number	Description
* 3.697	Articles of Incorporation of Ohio Republic Contracts, Inc.
* 3.698	Amended and Restated Bylaws of Ohio Republic Contracts, Inc.
* 3.699	Articles of Organization of Oklahoma City Landfill, L.L.C.
* 3.700	Operating Agreement of Oklahoma City Landfill, L.L.C.
* 3.701	Articles of Incorporation for Oscar's Collection System of Fremont, Inc.
* 3.702	Bylaws of Oscar's Collection System of Fremont, Inc.
* 3.703	Articles of Incorporation of Otay Landfill, Inc.
* 3.704	Amended and Restated Bylaws of Otay Landfill, Inc.
* 3.705	Certificate of Incorporation of Ottawa County Landfill, Inc. (f/k/a Laidlaw Waste Systems (Michigan) Inc., f/k/a Laidlaw Waste Systems (Pennsylvania) Inc., f/k/a Epping Sanitary Landfill, Inc.), as amended.
* 3.706	Bylaws of Ottawa County Landfill, Inc. (f/k/a Laidlaw Waste Systems (Michigan) Inc., f/k/a Laidlaw Waste Systems (Pennsylvania) Inc., f/k/a Epping Sanitary Landfill, Inc.).
* 3.707	Certificate of Formation of Packerton Land Company, L.L.C., as amended.
* 3.708	Amended and Restated Operating Agreement of Packerton Land Company, L.L.C.
* 3.709	Articles of Incorporation of Palomar Transfer Station, Inc.
* 3.710	Bylaws of Palomar Transfer Station, Inc.
* 3.711	Certificate of Limited Partnership of Panama Road Landfill, TX, L.P.
* 3.712	Agreement of Limited Partnership of Panama Road Landfill, TX, L.P.
* 3.713	Articles of Incorporation of Peltier Real Estate Company, as amended.
* 3.714	Amended and Restated Bylaws of Peltier Real Estate Company.
* 3.715	Restated Articles of Incorporation of Perdomo and Son's, Inc.
* 3.716	Second Amended and Restated Bylaws of Perdomo and Son's, Inc.
* 3.717	Articles of Incorporation of Pinal County Landfill Corp.
* 3.718	Bylaws of Pinal County Landfill Corp.
* 3.719	Certificate of Limited Partnership of Pine Hill Farms Landfill TX, LP (f/k/a Pinehill Landfill TX, LP), as amended.
* 3.720	Agreement of Limited Partnership of Pine Hill Farms Landfill TX, LP (f/k/a Pinehill Landfill TX, LP), as amended.
* 3.721	Certificate of Formation of Pinecrest Landfill OK, LLC.
* 3.722	Operating Agreement of Pinecrest Landfill OK, LLC.
* 3.723	Certificate of Incorporation of Pittsburg County Landfill, Inc.
* 3.724	Amended and Restated Bylaws of Pittsburg County Landfill, Inc.
* 3.725	Certificate of Limited Partnership of Pleasant Oaks Landfill TX, LP.
* 3.726	Agreement of Limited Partnership of Pleasant Oaks Landfill TX, LP.
* 3.727	Certificate of Formation of Polk County Landfill, LLC.
* 3.728	Operating Agreement of Polk County Landfill, LLC.
* 3.729	Articles of Incorporation of Port Clinton Landfill, Inc.

**Exhibit
Number****Description**

* 3.730	Bylaws of Port Clinton Landfill, Inc.
* 3.731	Articles of Incorporation of Portable Storage Co. (f/k/a United Septic Service, Inc.), as amended.
* 3.732	Amended and Restated Bylaws of Portable Storage Co.
* 3.733	Articles of Incorporation of Preble County Landfill, Inc.
* 3.734	Bylaws of Preble County Landfill, Inc.
* 3.735	Articles of Incorporation of Price & Sons Recycling Company, as amended.
* 3.736	Amended and Restated Bylaws of Price & Sons Recycling Company.
* 3.737	Articles of Organization of Prince George's County Landfill, LLC.
* 3.738	Operating Agreement of Prince George's County Landfill, LLC.
* 3.739	Articles of Incorporation of R.C. Miller Enterprises, Inc.
* 3.740	Amended and Restated Bylaws of R.C. Miller Enterprises, Inc.
* 3.741	Articles of Incorporation of R.C. Miller Refuse Service Inc.
* 3.742	Amended and Restated Bylaws of R.C. Miller Refuse Service Inc.
* 3.743	Partnership Agreement of Rabanco Companies, as amended.
* 3.744	Articles of Incorporation of Rabanco Recycling, Inc. (f/k/a Rabanco Acquisition Company Two), as amended.
* 3.745	Bylaws of Rabanco Recycling, Inc. (f/k/a Rabanco Acquisition Company Two).
* 3.746	Articles of Incorporation of Rabanco, Ltd. (f/k/a Rabanco Acquisition Company), as amended.
* 3.747	Bylaws of Rabanco, Ltd. (f/k/a Rabanco Acquisition Company).
* 3.748	Articles of Incorporation of Ramona Landfill, Inc.
* 3.749	Bylaws of Ramona Landfill, Inc.
* 3.750	Articles of Incorporation of RCS, Inc.
* 3.751	Bylaws of RCS, Inc.
* 3.752	Articles of Incorporation of Reliable Disposal, Inc. (f/k/a Sulo & Company), as amended.
* 3.753	Amended and Restated Bylaws of Reliable Disposal, Inc.
* 3.754	Articles of Incorporation of Republic Dumpco, Inc.
* 3.755	Amended and Restated Bylaws of Republic Dumpco, Inc.
* 3.756	Articles of Incorporation of Republic Environmental Technologies, Inc. (f/k/a RI/ETON Acquisition Corp.), as amended.
* 3.757	Amended and Restated Bylaws of Republic Environmental Technologies, Inc.
* 3.758	Articles of Organization of Republic Ohio Contracts, LLC, as amended.
* 3.759	Second Amended and Restated Operating Agreement of Republic Ohio Contracts, LLC.
* 3.760	Articles of Incorporation of Republic Services Aviation, Inc.
* 3.761	Amended and Restated Bylaws of Republic Services Aviation, Inc.
* 3.762	Certificate of Incorporation of Republic Services Financial LP, Inc.
* 3.763	Bylaws of Republic Services Financial LP, Inc.
* 3.764	Certificate of Limited Partnership of Republic Services Financial, Limited Partnership.

Exhibit Number	Description
* 3.765	Limited Partnership Agreement of Republic Services Financial, Limited Partnership.
* 3.766	Certificate of Formation of Republic Services Group, LLC (f/k/a RS/WM Holding Company, LLC), as amended.
* 3.767	Second Amended and Restated Operating Agreement of Republic Services Group, LLC.
* 3.768	Certificate of Incorporation of Republic Services Holding Company, Inc.
* 3.769	Amended and Restated Bylaws of Republic Services Holding Company, Inc.
* 3.770	Articles of Organization of Republic Services of Arizona Hauling, LLC, as amended.
* 3.771	Amended and Restated Operating Agreement of Arizona Hauling, LLC.
* 3.772	Certificate of Incorporation of Republic Services of California Holding Company, Inc.
* 3.773	Amended and Restated Bylaws of Republic Services of California Holding Company, Inc.
* 3.774	Certificate of Formation of Republic Services of California II, LLC.
* 3.775	Second Amended and Restated Operating Agreement of Republic Services of California II, LLC.
* 3.776	Articles of Organization of Republic Services of Colorado Hauling, LLC, as amended.
* 3.777	Third Amended and Restated Operating Agreement of Republic Services of Colorado Hauling, LLC.
* 3.778	Articles of Organization of Republic Services of Colorado I, LLC, as amended.
* 3.779	Third Amended and Restated Operating Agreement of Republic Services of Colorado I, LLC.
* 3.780	Certificate of Incorporation of Republic Services of Florida GP, Inc.
* 3.781	Amended and Restated Bylaws of Republic Services of Florida GP, Inc.
* 3.782	Certificate of Incorporation of Republic Services of Florida LP, Inc.
* 3.783	Amended and Restated Bylaws of Republic Services of Florida LP, Inc.
* 3.784	Certificate of Limited Partnership of Republic Services of Florida, Limited Partnership, as amended.
* 3.785	Agreement of Limited Partnership of Republic Services of Florida, Limited Partnership.
* 3.786	Certificate of Formation of Republic Services of Georgia GP, LLC (f/k/a Republic Services of Georgia GP, Inc.).
* 3.787	Operating Agreement of Republic Services of Georgia GP, LLC.
* 3.788	Certificate of Formation of Republic Services of Georgia LP, LLC (f/k/a Republic Services of Georgia LP, Inc.).
* 3.789	Operating Agreement of Republic Services of Georgia LP, LLC.
* 3.790	Certificate of Limited Partnership of Republic Services of Georgia, Limited Partnership, as amended.
* 3.791	Amended and Restated Agreement of Limited Partnership of Republic Services of Georgia, Limited Partnership.
* 3.792	Certificate of Incorporation of Republic Services of Indiana LP, Inc.
* 3.793	Amended and Restated Bylaws of Republic Services of Indiana LP, Inc.
* 3.794	Certificate of Formation of Republic Services of Indiana Transportation, LLC.
* 3.795	Operating Agreement of Republic Services of Indiana Transportation, LLC.
* 3.796	Certificate of Limited Partnership of Republic Services of Indiana, Limited Partnership.
* 3.797	Agreement of Limited Partnership of Republic Services of Indiana, Limited Partnership.
* 3.798	Articles of Organization of Republic Services of Kentucky, LLC, as amended.

Exhibit Number	Description
* 3.799	Operating Agreement of Republic Services of Kentucky, LLC.
* 3.800	Articles of Organization of Republic Services of Michigan Hauling, LLC.
* 3.801	Second Amended and Restated Operating Agreement of Michigan Hauling, LLC.
* 3.802	Certificate of Incorporation of Republic Services of Michigan Holding Company, Inc.
* 3.803	Amended and Restated Bylaws of Republic Services of Michigan Holding Company, Inc.
* 3.804	Articles of Organization of Republic Services of Michigan I, LLC.
* 3.805	Second Amended and Restated Operating Agreement of Republic Services of Michigan I, LLC.
* 3.806	Articles of Organization of Republic Services of Michigan II, LLC.
* 3.807	Second Amended and Restated Operating Agreement of Republic Services of Michigan II, LLC.
* 3.808	Articles of Organization of Republic Services of Michigan III, LLC.
* 3.809	Second Amended and Restated Operating Agreement of Republic Services of Michigan III, LLC.
* 3.810	Articles of Organization of Republic Services of Michigan IV, LLC.
* 3.811	Second Amended and Restated Operating Agreement of Republic Services of Michigan IV, LLC.
* 3.812	Articles of Organization of Republic Services of Michigan V, LLC.
* 3.813	Second Amended and Restated Operating Agreement of Republic Services of Michigan V, LLC.
* 3.814	Certificate of Formation of Republic Services of New Jersey, LLC (f/k/a Republic Services of New Jersey I, LLC), as amended.
* 3.815	Third Amended and Restated Operating Agreement of Republic Services of New Jersey, LLC.
* 3.816	Articles of Organization of Republic Services of North Carolina, LLC.
* 3.817	Operating Agreement of Republic Services of North Carolina, LLC.
* 3.818	Articles of Organization of Republic Services of Ohio Hauling, LLC, as amended.
* 3.819	Second Amended and Restated Operating Agreement of Republic Services of Ohio Hauling, LLC.
* 3.820	Articles of Organization of Republic Services of Ohio I, LLC, as amended.
* 3.821	Second Amended and Restated Operating Agreement of Republic Services of Ohio I, LLC.
* 3.822	Articles of Organization of Republic Services of Ohio II, LLC, as amended.
* 3.823	Second Amended and Restated Operating Agreement of Republic Services of Ohio II, LLC.
* 3.824	Articles of Organization of Republic Services of Ohio III, LLC, as amended.
* 3.825	Second Amended and Restated Operating Agreement of Republic Services of Ohio III, LLC.
* 3.826	Articles of Organization of Republic Services of Ohio IV, LLC, as amended.
* 3.827	Second Amended and Restated Operating Agreement of Republic Services of Ohio IV, LLC.
* 3.828	Certificate of Formation of Republic Services of Pennsylvania, LLC.
* 3.829	Second Amended and Restated Operating Agreement of Republic Services of Pennsylvania, LLC.
* 3.830	Certificate of Formation of Republic Services of South Carolina, LLC.
* 3.831	Second Amended and Restated Operating Agreement of Republic Services of South Carolina, LLC.
* 3.832	Certificate of Formation of Republic Services of Southern California, LLC.
* 3.833	Operating Agreement of Republic Services of Southern California, LLC.
* 3.834	Articles of Organization of Republic Services of Virginia, LLC, as amended.

Exhibit Number	Description
* 3.835	Operating Agreement of Republic Services of Virginia, LLC.
* 3.836	Certificate of Formation of Republic Services of Wisconsin GP, LLC (f/k/a Republic Services of Wisconsin GP, Inc.).
* 3.837	Operating Agreement of Republic Services of Wisconsin GP, LLC.
* 3.838	Certificate of Formation of Republic Services of Wisconsin LP, LLC (f/k/a Republic Services of Wisconsin LP, Inc.).
* 3.839	Operating Agreement of Republic Services of Wisconsin LP, LLC.
* 3.840	Certificate of Limited Partnership of Republic Services of Wisconsin, Limited Partnership, as amended.
* 3.841	Amended and Restated Agreement of Limited Partnership of Republic Services of Wisconsin, Limited Partnership.
* 3.842	Articles of Incorporation of Republic Services Real Estate Holding, Inc.
* 3.843	Amended and Restated Bylaws of Republic Services Real Estate Holding, Inc.
* 3.844	Certificate of Formation of Republic Services Vasco Road, LLC (f/k/a Republic Services of California Hauling, LLC), as amended.
* 3.845	Second Amended and Restated Operating Agreement of Republic Services Vasco Road, LLC.
* 3.846	Articles of Incorporation of Republic Silver State Disposal, Inc. (f/k/a RI/SSDS Acquisition Corp., f/k/a RI/SSDS Merger Corp.), as amended.
* 3.847	Amended and Restated Bylaws of Republic Silver State Disposal, Inc.
* 3.848	Certificate of Formation of Republic Waste Services of Southern California, LLC (f/k/a Taormina Industries, LLC), as amended.
* 3.849	Fourth Amended and Restated Operating Agreement for Republic Waste Services of Southern California, LLC (f/k/a Taorima Industries, LLC).
* 3.850	Certificate of Incorporation of Republic Waste Services of Texas GP, Inc.
* 3.851	Amended and Restated Bylaws of Republic Waste Services of Texas GP, Inc.
* 3.852	Certificate of Incorporation of Republic Waste Services of Texas LP, Inc.
* 3.853	Amended and Restated Bylaws of Republic Waste Services of Texas LP, Inc.
* 3.854	Certificate of Limited Partnership of Republic Waste Services of Texas, Ltd. (f/k/a Republic Waste Services of Texas, Inc.), as amended.
* 3.855	Amended and Restated Texas Limited Partnership Agreement of Republic Waste Services of Texas, Ltd.
* 3.856	Articles of Incorporation of Resource Recovery, Inc.
* 3.857	Amended and Restated Bylaws of Resource Recovery, Inc.
* 3.858	Articles of Incorporation of RI/Alameda Corp.
* 3.859	Amended and Restated Bylaws of RI/Alameda Corp.
* 3.860	Articles of Incorporation of Richmond Sanitary Service, Inc.
* 3.861	Second Amended and Restated Bylaws of Richmond Sanitary Service, Inc.
* 3.862	Certificate of Limited Partnership of Rio Grande Valley Landfill TX, LP.
* 3.863	Agreement of Limited Partnership of Rio Grande Valley Landfill TX, LP, as amended.
* 3.864	Certificate of Incorporation of Risk Services, Inc.

Exhibit Number	Description
* 3.865	Amended and Restated Bylaws of Risk Services, Inc.
* 3.866	Certificate of Formation of RITM, LLC (f/k/a Letco, LLC), as amended.
* 3.867	Second Amended and Restated Operating Agreement of RITM, LLC.
* 3.868	Articles of Incorporation of Rock Road Industries, Inc.
* 3.869	Amended and Restated Bylaws of Rock Road Industries, Inc.
* 3.870	Articles of Incorporation of Ross Bros. Waste & Recycling Co.
* 3.871	Amended and Restated Bylaws of Ross Bros. Waste & Recycling Co.
* 3.872	Articles of Incorporation of Rossman Sanitary Service, Inc.
* 3.873	Amended and Restated Bylaws of Rossman Sanitary Service, Inc.
* 3.874	Articles of Incorporation of Roxana Landfill, Inc. (f/k/a Laidlaw Waste Systems (Madison) Inc., f/k/a GSX Corporation of Illinois), as amended.
* 3.875	Amended and Restated Bylaws of Roxana Landfill, Inc.
* 3.876	Articles of Incorporation of Royal Holdings, Inc.
* 3.877	Bylaws of Royal Holdings, Inc.
* 3.878	Certificate of Limited Partnership of Royal Oaks Landfill TX, LP.
* 3.879	Agreement of Limited Partnership of Royal Oaks Landfill TX, LP.
* 3.880	Certificate of Formation of Rubbish Control, L.L.C. (f/k/a Ventura County LLC).
* 3.881	Second Amended and Restated Operating Agreement of Rubbish Control, LLC.
* 3.882	Certificate of Limited Partnership of RWS Transport, L.P.
* 3.883	Agreement of Limited Partnership of RWS Transport, L.P.
* 3.884	Articles of Incorporation of S & S Recycling, Inc.
* 3.885	Amended and Restated Bylaws of S & S Recycling, Inc.
* 3.886	Certificate of Formation of S Leasing Company, LLC, as amended.
* 3.887	Limited Liability Company Agreement of S Leasing Company, LLC, as amended.
* 3.888	Articles of Incorporation of Saline County Landfill, Inc.
* 3.889	Amended and Restated Bylaws of Saline County Landfill, Inc.
* 3.890	Articles of Organization of San Diego Landfill Systems, LLC.
* 3.891	Operating Agreement of San Diego Landfill Systems, LLC.
* 3.892	Articles of Incorporation of San Marcos NCRRF, Inc.
* 3.893	Bylaws of San Marcos NCRRF, Inc.
* 3.894	Certificate of Formation of Sand Valley Holdings, L.L.C. (f/k/a Liberty Waste Services Holdings, L.L.C.), as amended.
* 3.895	Amended and Restated Operating Agreement of Sand Valley Holdings, L.L.C. (f/k/a Liberty Waste Services Holdings, L.L.C.).
* 3.896	Articles of Incorporation of Sandy Hollow Landfill Corp.
* 3.897	Amended and Restated Bylaws of Sandy Hollow Landfill Corp.
* 3.898	Certificate of Incorporation of Sangamon Valley Landfill, Inc. (f/k/a Draw Acquisition Company Eighteen), as amended.

Exhibit Number	Description
* 3.899	Bylaws of Sangamon Valley Landfill, Inc. (f/k/a Draw Acquisition Company Eighteen).
* 3.900	Articles of Incorporation of Sanitary Disposal Service, Inc.
* 3.901	Bylaws of Sanitary Disposal Service, Inc.
* 3.902	Articles of Incorporation of Sauk Trail Development, Inc. (f/k/a Wayne Disposal-Canton, Inc.), as amended.
* 3.903	Amended and Restated Bylaws of Sauk Trail Development, Inc.
* 3.904	Articles of Incorporation of Schofield Corporation of Orlando, as amended.
* 3.905	Second Amended and Restated Bylaws of Schofield Corporation of Orlando.
* 3.906	Certificate of Formation of Show-Me Landfill, LLC.
* 3.907	Operating Agreement of Show- Me Landfill, LLC.
* 3.908	Articles of Incorporation of Shred — All Recycling Systems Inc.
* 3.909	Amended and Restated Bylaws of Shred — All Recycling Systems Inc.
* 3.910	Articles of Incorporation of Solano Garbage Company (f/k/a Richella Corporation), as amended.
* 3.911	Second Amended and Restated Bylaws of Solano Garbage Company.
* 3.912	Articles of Incorporation of Source Recycling, Inc., as amended.
* 3.913	Amended and Restated Bylaws of Source Recycling, Inc.
* 3.914	Certificate of Limited Partnership of South Central Texas Land Co. TX, LP, as amended.
* 3.915	Agreement of Limited Partnership of South Central Texas Land Co. TX, LP.
* 3.916	Certificate of Formation of Southeast Landfill, LLC.
* 3.917	Operating Agreement of Southeast Landfill, LLC.
* 3.918	Articles of Incorporation of Southern Illinois Regional Landfill, Inc. (f/k/a Metropolitan Waste Systems, Inc.), as amended.
* 3.919	Amended and Restated Bylaws of Southern Illinois Regional Landfill, Inc.
* 3.920	Certificate of Limited Partnership of Southwest Landfill TX, LP, as amended.
* 3.921	Agreement of Limited Partnership of Southwest Landfill TX, LP, as amended.
* 3.922	Partnership Agreement of Springfield Environmental General Partnership.
* 3.923	Articles of Organization of St. Bernard Parish Development Company, LLC.
* 3.924	Operating Agreement of St. Bernard Parish Development Company, LLC.
* 3.925	Articles of Organization of St. Joseph Landfill, LLC.
* 3.926	Operating Agreement of St. Joseph Landfill, LLC.
* 3.927	Articles of Incorporation of Standard Disposal Services, Inc. (f/k/a Manumit, Inc.), as amended.
* 3.928	Amended and Restated Bylaws of Standard Disposal Services, Inc.
* 3.929	Articles of Incorporation of Standard Environmental Services, Inc.
* 3.930	Amended and Restated Bylaws of Standard Environmental Services, Inc.
* 3.931	Certificate of Incorporation of Standard Waste, Inc.
* 3.932	Amended and Restated Bylaws of Standard Waste, Inc.
* 3.933	Articles of Incorporation of Streator Area Landfill, Inc.

Exhibit Number	Description
* 3.934	Bylaws of Streator Area Landfill, Inc.
* 3.935	Articles of Incorporation of Suburban Transfer, Inc.
* 3.936	Amended and Restated Bylaws of Suburban Transfer, Inc.
* 3.937	Articles of Incorporation of Suburban Warehouse, Inc.
* 3.938	Amended and Restated Bylaws of Suburban Warehouse, Inc.
* 3.939	Articles of Incorporation of Summit Waste Systems, Inc.
* 3.940	Amended and Restated Bylaws of Summit Waste Systems, Inc.
* 3.941	Articles of Incorporation of Sunrise Sanitation Service, Inc.
* 3.942	Bylaws of Sunrise Sanitation Service, Inc.
* 3.943	Articles of Incorporation of Sunset Disposal Service, Inc. (f/k/a Pacific Paper Transport Company), as amended.
* 3.944	Bylaws of Sunset Disposal Service, Inc.
* 3.945	Articles of Incorporation of Sunset Disposal, Inc.
* 3.946	Amended and Restated Bylaws of Sunset Disposal, Inc.
* 3.947	Articles of Incorporation of Sycamore Landfill, Inc.
* 3.948	Amended and Restated Bylaws of Sycamore Landfill, Inc.
* 3.949	Articles of Incorporation of Tate's Transfer Systems, Inc.
* 3.950	Amended and Restated Bylaws of Tate's Transfer Systems, Inc.
* 3.951	Articles of Incorporation of Tay-Ban Corporation, as amended.
* 3.952	Amended and Restated Bylaws of Tay-Ban Corporation.
* 3.953	Certificate of Incorporation of Taylor Ridge Landfill, Inc. (f/k/a Draw Acquisition Company Twenty-Two), as amended.
* 3.954	Bylaws of Taylor Ridge Landfill, Inc. (f/k/a Draw Acquisition Company Twenty-Two).
* 3.955	Certificate of Incorporation of Tennessee Union County Landfill, Inc.
* 3.956	Bylaws of Tennessee Union County Landfill, Inc.
* 3.957	Certificate of Limited Partnership of Tessman Road Landfill TX, LP.
* 3.958	Agreement of Limited Partnership of Tessman Road Landfill TX, LP.
* 3.959	Articles of Incorporation of The Ecology Group, Inc. (f/k/a Ecology Group, Incorporated), as amended.
* 3.960	Amended and Restated Bylaws of The Ecology Group, Inc.
* 3.961	Articles of Incorporation of Thomas Disposal Service, Inc.
* 3.962	Bylaws of Thomas Disposal Service, Inc.
* 3.963	Partnership Agreement of Tippecanoe County Waste Services Partnership.
* 3.964	Certificate of Incorporation of Tom Luciano's Disposal Service, Inc.
* 3.965	Amended and Restated Bylaws of Tom Luciano's Disposal Service, Inc.
* 3.966	Articles of Organization of Total Roll-Offs, L.L.C.
* 3.967	Operating Agreement of Total Roll-Offs, L.L.C.

Exhibit Number	Description
* 3.968	Certificate of Incorporation of Total Solid Waste Recyclers, Inc. (f/k/a Total Solid Waste Coordinators, Inc.), as amended.
* 3.969	Amended and Restated Bylaws of Total Solid Waste Recyclers, Inc.
* 3.970	Certificate of Incorporation of Tricil (N.Y.), Inc. (f/k/a Tricil (U.S.) Inc., f/k/a Tricil U.S., Ltd., f/k/a Seaway Disposal Systems, Inc., f/k/a Wilbur F. Hunt, Inc.), as amended.
* 3.971	Bylaws of Tricil (N.Y.), Inc.
* 3.972	Articles of Incorporation of Tri-County Refuse Service, Inc.
* 3.973	Amended and Restated Bylaws of Tri-County Refuse Service, Inc.
* 3.974	Articles of Incorporation of Tri-State Recycling Services, Inc.
* 3.975	Amended and Restated Bylaws of Tri-State Recycling Services, Inc.
* 3.976	Articles of Incorporation of Tri-State Refuse Corporation, as amended.
* 3.977	Bylaws of Tri-State Refuse Corporation.
* 3.978	Certificate of Limited Partnership of Turkey Creek Landfill TX, LP, as amended.
* 3.979	Agreement of Limited Partnership of Turkey Creek Landfill TX, LP.
* 3.980	Articles of Incorporation of United Disposal Service, Inc. (f/k/a HDS, Incorporated), as amended.
* 3.981	Amended and Restated Bylaws of United Disposal Service, Inc.
* 3.982	Articles of Incorporation of Upper Rock Island County Landfill, Inc.
* 3.983	Amended and Restated Bylaws of Upper Rock Island County Landfill, Inc.
* 3.984	Articles of Incorporation of Valley Landfills, Inc.
* 3.985	Amended and Restated Bylaws of Valley Landfills, Inc.
* 3.986	Certificate of Limited Partnership of Victoria Landfill TX, LP, as amended.
* 3.987	Agreement of Limited Partnership of Victoria Landfill TX, LP, as amended.
* 3.988	Articles of Organization of Vining Disposal Service, Inc., as amended.
* 3.989	Bylaws of Vining Disposal Service, Inc., as amended.
* 3.990	Partnership Agreement of Warrick County Development Company.
* 3.991	Articles of Incorporation of Wasatch Regional Landfill, Inc.
* 3.992	Bylaws of Wasatch Regional Landfill, Inc.
* 3.993	Articles of Incorporation of Waste Control Systems, Inc. (f/k/a Peltier Enterprises, Inc.), as amended.
* 3.994	Amended and Restated Bylaws of Waste Control Systems, Inc.
* 3.995	Certificate of Incorporation of Waste Services of New York, Inc. (f/k/a Allied Waste Industries of New York), as amended.
* 3.996	Amended and Restated Bylaws of Waste Services of New York, Inc.
* 3.997	Articles of Incorporation of Wastehaul, Inc.
* 3.998	Amended and Restated Bylaws of Wastehaul, Inc.
* 3.999	Articles of Organization of Wayne County Land Development, LLC.
* 3.1000	Operating Agreement of Wayne County Land Development, LLC.
* 3.1001	Certificate of Incorporation of Wayne County Landfill IL, Inc.
* 3.1002	Bylaws of Wayne County Landfill IL, Inc.

Exhibit Number	Description
* 3.1003	Articles of Organization of Wayne Developers, LLC.
* 3.1004	Operating Agreement of Wayne Developers, LLC.
* 3.1005	Articles of Incorporation of WDTR, Inc. (f/k/a Woodburn Trucking Inc.), as amended.
* 3.1006	Amended and Restated Bylaws of WDTR, Inc.
* 3.1007	Certificate of Formation of Webster Parish Landfill, L.L.C.
* 3.1008	Limited Liability Company Agreement of Webster Parish Landfill, L.L.C.
* 3.1009	Articles of Incorporation of West Contra Costa Energy Recovery Company.
* 3.1010	Second Amended and Restated Bylaws of West Contra Costa Energy Recovery Company.
* 3.1011	Articles of Incorporation of West Contra Costa Sanitary Landfill, Inc.
* 3.1012	Second Amended and Restated Bylaws of West Contra Costa Sanitary Landfill, Inc.
* 3.1013	Articles of Incorporation of West County Landfill, Inc.
* 3.1014	Second Amended and Restated Bylaws of West County Landfill, Inc.
* 3.1015	Articles of Incorporation of West County Resource Recovery, Inc.
* 3.1016	Second Amended and Restated Bylaws of West County Resource Recovery, Inc.
* 3.1017	Certificate of Limited Partnership of Whispering Pines Landfill TX, LP, as amended.
* 3.1018	Agreement of Limited Partnership of Whispering Pines Landfill TX, LP, as amended.
* 3.1019	Articles of Incorporation of Willamette Resources, Inc. (f/k/a Sanitation Equipment Leasing, Inc., f/k/a Peltier Equipment Leasing Corp.), as amended.
* 3.1020	Amended and Restated Bylaws of Willamette Resources, Inc.
* 3.1021	Articles of Incorporation of Williams County Landfill Inc.
* 3.1022	Amended and Restated Bylaws of Williams County Landfill Inc.
* 3.1023	Certificate of Formation of Willow Ridge Landfill, LLC (f/k/a Peerless Landfill, LLC), as amended.
* 3.1024	Operating Agreement of Willow Ridge Landfill, LLC (f/k/a Peerless Landfill, LLC).
* 3.1025	Articles of Incorporation of WJR Environmental, Inc.
* 3.1026	Bylaws of WJR Environmental, Inc. (f/k/a Rabanco Acquisition Company Five).
* 3.1027	Articles of Incorporation of Woodlake Sanitary Service, Inc.
* 3.1028	Amended and Restated Bylaws of Woodlake Sanitary Service, Inc.
* 3.1029	Articles of Incorporation of Zakaroff Services (f/k/a Western Rubbish Service, Inc., f/k/a Kandilian Enterprises, Inc.), as amended.
* 3.1030	Second Amended and Restated Bylaws of Zakaroff Services.
4.1	Indenture, dated as of September 8, 2009, by and between Republic Services, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee, including form of Debt Security (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K filed on September 9, 2009).
4.2	First Supplemental Indenture, dated as of September 8, 2009, to the Indenture dated as of September 8, 2009, by and among Republic Services, Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee, including the form of 5.500% Notes due 2019 (incorporated by reference to Exhibit 4.2 to Republic's Current Report on Form 8-K dated September 9, 2009).
4.3	Indenture, dated as of November 25, 2009, by and between Republic Services, Inc. and U.S. Bank National Association, as trustee, including form of Debt Security (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K filed on November 25, 2009).

Exhibit Number	Description
4.4	First Supplemental Indenture, dated as of November 25, 2009, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 5.25% Notes due 2021 (incorporated by reference to Exhibit 4.2 to Republic's Current Report on Form 8-K dated November 25, 2009).
4.5	Second Supplemental Indenture, dated as of March 4, 2010, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 5.00% Notes due 2020 (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K dated March 4, 2010).
4.6	Third Supplemental Indenture, dated as of March 4, 2010, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 6.20% Notes due 2020 (incorporated by reference to Exhibit 4.1 to Republic's Current Report on Form 8-K dated March 4, 2010).
4.7	Registration Rights Agreement, dated as of September 8, 2009, by and among Republic Services, Inc., the guarantors party thereto and Banc of America Securities LLC, Barclays Capital Inc. and J.P. Morgan Securities Inc., as representatives of the several initial purchasers named therein, relating to \$650.0 million aggregate principal amount of 5.500% Notes due 2019 (incorporated by reference to Exhibit 4.3 to Republic's Current Report on Form 8-K dated September 9, 2009).
4.8	Registration Rights Agreement, dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors party thereto and Banc of America Securities LLC, RBS Securities Inc., BNP Paribas Securities Corp. and Wells Fargo Securities, LLC, as representatives of the several initial purchasers named therein, relating to \$600.0 million aggregate principal amount of 5.25% Notes due 2021 (incorporated by reference to Exhibit 4.3 to Republic's Current Report on Form 8-K dated November 25, 2009).
4.9	Registration Rights Agreement, dated as of March 4, 2010, by and among Republic Services, Inc., the guarantors party thereto and Banc of America Securities LLC, Barclays Capital Inc., J.P. Morgan Securities Inc. and UBS Securities LLC, as representatives of the several initial purchasers named therein, relating to \$850.0 million aggregate principal amount of 5.00% Notes due 2020 and \$650.0 million aggregate principal amount of 6.20% Notes due 2040 (incorporated by reference to Exhibit 4.3 to Republic's Current Report on Form 8-K dated March 4, 2010).
† 5.1	Opinion of Mayer Brown LLP with respect to the exchange notes.
† 12.1	Statement of computation of ratios of earnings to fixed charges.
† 23.1	Consent of Ernst & Young LLP.
† 23.2	Consent of Mayer Brown LLP (contained in Exhibit 5.1).
† 24.1	Powers of attorney (included in signature pages of the Registration Statement).
† 25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of The Bank of New York Mellon Trust Company, N.A.
† 25.2	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank National Association.
† 99.1	Form of Letter of Transmittal.

* To be filed by amendment or incorporated by reference in connection with the offering of securities registered hereby, as appropriate.

† Filed previously.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BREHAM TOTAL ROLL-OFFS, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Brenham Total Roll-Offs, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1200 Orange Street, Wilmington, Delaware 19801, The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Brenham Total Roll-Offs, LP as of August 21, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ D. W. Slager
Name: D. W. Slager
Title: President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 08/22/2001
010414139 — 3428278

**AGREEMENT OF LIMITED PARTNERSHIP OF
BRENHAM TOTAL ROLL-OFFS, LP**

This Agreement of Limited Partnership is entered into as of August 22, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Brenham Total Roll-Offs, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the “Indemnified Parties”) from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys’ fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the “tax matters partner” under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever (“Transfer”) all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner’s interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner’s Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner’s interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court- appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D.W. Slager
Name: D.W. Slager
Its: President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

FORM B C A-47

BEFORE ATTEMPTING TO EXECUTE THESE BLANKS BE SURE TO READ CAREFULLY
THE INSTRUCTIONS ON THE BACK THEREOF.

(THESE ARTICLES MUST BE FILED IN DUPLICATE)

STATE OF ILLINOIS, }
VERMILION COUNTY IL } ss.

(Do not write in this space)

Date Paid	8-20-71
Initial License Fee	\$ 12.50
Franchise Tax	\$ 22.97
Filing Fee	\$ 75.00
Clerk	\$ 110.47

TO JOHN W. LEWIS, Secretary of State:

The undersigned,

Name	Number	Street	Address City	State
John E. Sebat	306	Adams Building	Danville, IL	61832
Ralph J. Swanson	306	Adams Building	Danville, IL	61832
Robert J. Banks	306	Adams Building	Danville, IL	61832

being one or more natural persons of the age of twenty-one years or more or a corporation, and having subscribed to shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation hereby incorporated is: H/L Disposal Co.

ARTICLE TWO

The address of its initial registered office in the State of Illinois is: 306 Adams Building Street, in the City of Danville (61832) County of Vermilion and the name of its initial Registered Agent at said address is: John E. Sebat (Zip Code)

ARTICLE THREE

The duration of the corporation is: Perpetual

PAID
AUG 23 1971

/s/ John W. Lewis
Secretary of State

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

Disposal of waste products

ARTICLE FIVE

PARAGRAPH 1: The aggregate number of shares which the corporation is authorized to issue is _____, divided into One classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If any)	Number of Shares	Par value per share or statement that shares are without par value
ONE	—	250,000	\$1.00

PARAGRAPH 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are :

None

ARTICLE SIX

The class and number of shares which the corporation proposes to issue without further report to the Secretary of State, and the consideration (expressed in dollars) to be received by the corporation therefor, are:

Class of shares	Number of shares	Total consideration to be received therefor :
ONE	25,000	\$25,000.00
		\$

ARTICLE SEVEN

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is: 3

ARTICLE NINE

PARAGRAPH 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$_____

PARAGRAPH 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be \$_____

PARAGRAPH 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$_____

PARAGRAPH 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be \$_____

NOTE: If all the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or if the incorporators elect to pay the initial franchise tax on the basis of its entire stated capital and paid-in surplus, then the information called for in Article Nine need not be stated.

All property of corporation is to be located in Illinois and all its business is to be transacted at or from places of business in this State.

John E. Sebat
Ralph J. Swanson
Robert A. Banks } Incorporators

NOTE: There may be one or more incorporators. Each incorporator shall be either a corporation, domestic or foreign, or a natural person of the age of twenty-one years or more. If a corporation acts as incorporator, the name of the corporation and state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS
VERMILION County } ss.

I, Jean Haurez, A Notary Public, do hereby certify that on the 18th day of August 1971 John E. Sebat, Ralph J. Swanson and Robert J. Banks personally appeared before me and being first duly sworn by me acknowledged the signing of the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Place
(NOTARIAL SEAL)
Here

/s/ Jean Haurez
Notary Public

FORM B C A-47

ARTICLES OF INCORPORATION

The following fees are required to be paid at the time of issuing certificate of incorporation: Filing fee, \$75.00; Initial license fee of 50c per \$1,000.00 or 1/20th of 1% of the amount of stated capital and paid-in surplus the corporation proposes to issue without further report (Article Six); Initial franchise tax of 1/10th of 1% of the issued, as above noted. However, the minimum initial franchise tax is \$100.00 and varies monthly on \$100,000, or less, as follows: January, \$150.00; February, \$141.67; March, \$133.34; April, \$125.00; May, \$116.67; June, \$108.34; July, \$100.00; August, \$91.67; September, \$83.34; October, \$75.00; November, \$66.67; December, \$58.34; (See Sec. 133 BCA).

In excess of \$100,000, the franchise tax per \$1,000.00 is as follows: Jan., \$1.50; Feb., 1.4167; March, 1.3334; April, 1.25; May, 1.1667; June, 1.0834; July, 1.00; Aug., .9167; Sept., .8334; Oct., .75; Nov., .6667; Dec., .5834. All shares issued in excess of the amount mentioned in Article Six of this application must be reported within 60 days from date of issuance thereof, and franchise tax and license fee paid thereon; otherwise, the corporation is subject to a penalty of 1% for each month on the amount until reported and subject to a fine of not to exceed \$500.00.

The same fees are required for a subsequent issue of shares except the filing fee is \$1.00 instead of \$75.00.

FILED
AUG 20 1971
/s/ John W. Lewis
Secretary of State

(18498—20M—3—70)

ARTICLES OF AMENDMENT

File # D4988-030-8

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832

FILED

APR 18 1996

GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 4-18-96

Franchise Tax \$
Filing Fee* \$25
Penalty \$

Remit payment in check or money
order, payable to "Secretary of State."

* The filing fee for articles of amendment — \$25.00

Approved: /s/ [ILLEGIBLE]

1. CORPORATE NAME: H/L Disposal Co.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on April 15, 1996 in the manner indicated below. ("X" one box only)

By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected;

(Note 2)

By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Notes 4 & 5)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

Brickyard Disposal & Recycling, Inc.

(NEW NAME)

All changes other than name, include on page 2
(over)

EXPEDITED

APR 18 1996

SECRETARY OF STATE

Text of Amendment

b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

No change.

AMENDED AND RESTATED BYLAWS
OF
BRICKYARD DISPOSAL & RECYCLING, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereof in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
BRIDGETON LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Bridgeton Landfill, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
BRIDGETON LANDFILL LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Bridgeton Landfill LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Henry L. Hirvela

Its: Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 02/26/2003
030127103 — 3629849

CERTIFICATE OF FORMATION
OF
BRIDGETON TRANSFER STATION, LLC

1. The name of the limited liability company is Bridgeton Transfer Station, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Bridgeton Transfer Station, LLC this 26th day of February, 2003.

By: /s/ Jo Lynn White
Jo Lynn White,
Authorized Person

**OPERATING AGREEMENT OF
BRIDGETON TRANSFER STATION, LLC**

This Operating Agreement is executed as of February 26, 2003, by Bridgeton Landfill, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Bridgeton Transfer Station, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BRIDGETON LANDFILL, LLC,
a Delaware limited liability company

By: /s/ Jo Lynn White

Its: Secretary

EXHIBIT A

Name and Address of the Member
Bridgeton Landfill, LLC
13570 St. Charles Rock Road
Bridgeton, MO 63044

Initial Capital
Contribution
\$100.00

CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS FINANCIAL SERVICES, INC.

* * * * *

1. The name of the corporation is Browning-Ferris Financial Services, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is:
 To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollars and No Cents (\$1.00), amounting in the aggregate to One Thousand Dollars and No Cents (\$1,000,00).
5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
J.J. McBurnett	811 Dallas Avenue, Houston, TX 77002
L.L. Walker	811 Dallas Avenue, Houston, TX 77002
D.P. McMahon	811 Dallas Avenue, Houston, TX 77002

The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Gerald K. Burger	757 N. Eldridge, Houston, TX 77079

6. The corporation is to have perpetual existence.
 7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:
 To make, alter or repeal the by-laws of the corporation.
-

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

10. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this Fourteenth day of November, 1995.

/s/ J.J. McBurnett
J.J. McBurnett

/s/ L.L. Walker
L.L. Walker

/s/ D.P. McMahan
D.P. McMahan

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS FINANCIAL SERVICES, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Year Fiscal. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES, INC.

FIRST. The name of the corporation is BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES, INC.

SECOND. Its principal office in the State of Nevada is located at One East First Street, Reno, Washoe County, Nevada 89501. The name and address of its resident agent is The Corporation Trust Company of Nevada, One East First Street, Reno, Nevada 89501.

THIRD. The nature of the business, or objects or purposes proposed to be transacted, promoted or carried on are:

To provide manual and chemical cleaning services to heavy industry and the sale of proprietary and other chemical;

To provide catalyst loading, handling, hauling, cleaning and processing services to industries requiring our services;

To buy, collect, transport, process and sell paper, secondary fibers and wood pulp;

To collect, transport, process and dispose of solid and liquid waste of all descriptions;

To construct, repair, use and sell equipment and buildings of all kinds within and without our line of trade.

To engage in any lawful activity and to manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To hold, purchase and convey real and personal property and to mortgage or sublease any such real and personal property with its franchises and to take the same by devise or bequest.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant license in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of or any bonds, securities or evidences of the indebtedness created by any other corporation or corporations of this state, or any other state or government, and while owner of such stock, bonds, securities or evidences of indebtedness, to exercise all the rights, powers and privileges of ownership, including the right to vote, if any.

To borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bill of exchange, debentures, and other obligations and evidences of indebtedness, payable at specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage pledge, or otherwise, or unsecured, for money borrowed, or in payment for property, purchased, or acquired, or for any other lawful objects.

To purchase, hold, sell and transfer shares of its own capital stock, and use therefor its capital, capital surplus, surplus, or other property or funds; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital; and provided further, that shares of its own capital stock belonging to it

shall not be voted upon, directly or indirectly, nor counted as outstanding, for the purpose of computing any stockholder's quorum or vote.

To conduct business, have one or more offices, and hold, purchase, mortgage and convey real and personal property in this state, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and in any foreign countries.

To do all and everything necessary and proper for the accomplishment of the objects hereinbefore enumerated or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects hereinbefore set forth.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from the terms of any other clause in these articles of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

FOURTH: The amount of the total authorized capital stock of the corporation is Two Hundred Thousand Dollars (\$200,000) consisting of two hundred thousand (200,000) shares of stock of the par value of One Dollar (\$1.00) each.

FIFTH: The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the by-laws of this corporation, provided that the number of directors shall not be reduced to less than three (3), except that in cases where all the shares of the corporation are owned beneficially and of record by either one or two stockholders,

the number of directors may be less than three (3) but not less than the number of stockholders.

The names and post office addresses of the first board of directors, which shall be three (3) in number, are as follows:

NAME	POST OFFICE ADDRESS
Tom J. Fatjo, Jr.	1603 Fannin Bank Building Houston, Texas 77025
Roger A. Ramsey	1603 Fannin Bank Building Houston, Texas 77025
Norman A. Myers	1603 Fannin Bank Building Houston, Texas 77025

SIXTH: The capital stock, after the amount of the subscription price, or par value has been paid in shall not be subject to assessment to pay the debts of the corporation.

SEVENTH: The name and post office address of each of the incorporators signing the articles of incorporation are as follows:

NAME	POST OFFICE ADDRESS
K. S. Hood II	811 Dallas Avenue Houston, Texas 77002
E. W. Patterson	811 Dallas Avenue Houston, Texas 77002
T. F. Elkin	811 Dallas Avenue Houston, Texas 77002

EIGHTH: The corporation is to have perpetual existence.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized;

Subject to the bylaws, if any, adopted by the stockholders, to make, alter or amend the bylaws of the corporation.

To fix the amount to be reserved as working capital over and above its capital stock paid in, to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation.

By resolution passed by a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution or in the bylaws of the corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the bylaws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

When and as authorized by the affirmative vote of stockholders holding stock entitling them to exercise at least a majority of the voting power given at a stockholder's meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the board of directors shall have power and authority at any meeting to sell, lease or exchange

all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of directors deem expedient and for the best interests of the corporation.

TENTH: Meetings of stockholders may be held outside the State of Nevada, if the bylaws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Nevada at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.

ELEVENTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in the articles of incorporation, in the manner now or hereafter prescribed by statute, or by the articles of incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Nevada, do make and file these articles of incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands this 30th day of July, 1974.

K. S. Hood II
K. S. Hood II

E. W. Patterson
E. W. Patterson

T. F. Elkin
T. F. Elkin

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this 30th day of July, 1974, before me a Notary Public, personally appeared K. S. Hood II, E. W. Patterson, and T. F. Elkin, who severally acknowledged that they executed the above instrument.

Glenmary Russell
Notary Public
(Stamp)

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
In the office of the Secretary of State
of the State of California
May 4 1972

[ILLEGIBLE]

ARTICLES OF INCORPORATION
OF
BPI WASTE SYSTEMS OF SOUTHERN CALIFORNIA, INC.

We, the undersigned, do hereby voluntarily associate ourselves for the purpose of forming a stock corporation under the laws of the State of California, and we hereby certify:

FIRST: The name of this corporation is BPI WASTE SYSTEMS OF SOUTHERN CALIFORNIA, INC.

SECOND: (A) The specific business in which this corporation is primarily to engage is to collect, transport, dispose of, and otherwise deal with solid and other waste materials of all kinds and descriptions.

(B) The general purposes and powers of this corporation are as follows:

1. To take, purchase, contract for, design, construct, manufacture, lease or otherwise acquire to own, hold, use, operate and maintain and to sell, lease, exchange, hypothecate or otherwise dispose of or deal in equipment, machinery, tools, parts, plants, factories, ware-houses and any other products, commodities or facilities.

2. To make, enter into, perform, carry out and enforce contracts, understandings and agreements of every kind, character and description for any lawful purpose, without limit as to amount, with any one or more individual, partnerships, firms, associations, trusts or corporations, or with governments or governmental authorities or agencies, whether foreign, federal, state, municipal, local or otherwise, or with any public or municipal corporations.

[ILLEGIBLE]

3. To take, purchase, contract for or acquire, by gift, lease, grant, exchange, permit or otherwise, to own, hold, use, occupy, manage, control, work, improve, develop, exploit, operate, subdivide, deal in or otherwise turn to account, and to sell, lease, exchange, grant, convey, transfer, assign, mortgage, deed in trust or otherwise hypothecate or dispose of real estate and real property and any estate, right, title or interest therein and any buildings, tenements, structures and improvements of whatsoever nature thereon, wheresoever situated.

4. To take, purchase, contract for, lease or otherwise acquire, to own, hold, use, possess, control and improve, to sell, lease, exchange, grant, transfer, assign, deal in or otherwise turn to account and to mortgage, deed in trust, pledge or otherwise hypothecate or dispose of goods, wares, merchandise, products, articles and other personal property of every kind, class, character and description, tangible or intangible, wheresoever situated.

5. To obtain, secure and accept from any governments or governmental authorities or agencies, whether foreign, federal, state, municipal, local or otherwise, or from any public or municipal corporations, any rights, privileges, franchises, immunities, concessions, permits, licenses and grants, and to carry out, exercise, enforce and enjoy, and to assign, relinquish, transfer or otherwise dispose of the same.

6. To form, promote, subsidize, organize, enter into, control, or participate in corporations, joint stock companies, trusts, associations, general or limited partnerships, joint ventures, firms and other organizations.

7. To take, purchase, contract for, or otherwise acquire, and to own, hold, possess, enjoy or

otherwise turn to account debts, claims, demands, judgments and choses and things in action of every kind, class, character and description, and while the owner or holder thereof to exercise all of the rights, powers, privileges and remedies of or incident to ownership or possession, including the right to enforce payment and to compromise or to forgive the same, and to sell, assign, transfer, deliver, exchange or otherwise dispose of the same, either as security or absolutely, to the same extent as a natural person might or could do.

8. To develop, apply for, obtain, register, purchase, lease or otherwise acquire, and to own, hold, use, exercise, develop, maintain, operate and introduce, and to sell, assign, grant licenses, territorial rights or other rights in respect of or otherwise turn to account or dispose of any copyrights, trade marks, trade names, brands, labels or other distinctive marks similar thereto, patent rights, letters patent of the United States or of any other country or government, and any inventions, improvements, processes, formulas and the like, whether used in connection with or secured under letters patent or otherwise.

9. To purchase, subscribe for or otherwise acquire; to hold, invest in, sell, assign, transfer, exchange, pledge or otherwise dispose of shares of stock, bonds, voting trust certificates or other securities or evidence of indebtedness or ownership of any corporation organized under the laws of the State of California or of any other state, country, nation or government: to pay therefor, in whole or in part, with cash or other property or with shares, bonds or other securities or obligations of this corporation, and, while the owner or holder thereof, to possess and exercise in respect thereof all the rights, powers foreign countries.

16. To have and to exercise all the powers conferred by the laws of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

THIRD: The county in the State of California where the principal office for the transaction of business of this corporation is to be located is Los Angeles.

FOURTH: The number of directors of this corporation shall be three. The names and addresses of the persons who are appointed to act as the first directors of this corporation are:

George E. N. Blake	22138 South Vermont Torrance, California 90502
--------------------	---

Alvin L. Prather	22138 South Vermont Torrance, California 90502
------------------	---

Roy W. Olson	22138 South Vermont Torrance, California 90502
--------------	---

FIFTH: This corporation is authorized to issue only one class of shares of stock called "Common Stock." The total number of such authorized shares shall be one thousand (1,000). Each of such shares shall have a par value of Ten dollars (\$10.00), and the aggregate par value of all such shares shall be Ten Thousand Dollars (\$10,000.00). No

distinction shall exist between the shares of this corporation or between the holders thereof.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California the undersigned incorporators, who are also the first Directors of this Corporation, have executed these Articles of Incorporation this 3rd day of May, 1972.

/s/ George E. W. Blake
George E. W. Blake

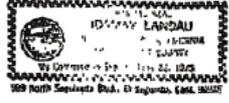
/s/ Alvin L. Prather
Alvin L. Prather

/s/ Roy W. Olson
Roy W. Olson

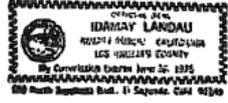
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 3rd, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE E. W. BLAKE, ALVIN L. PRATHER and ROY W. OLSON, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



/s/ [ILLEGIBLE]
Notary Public in and for said
County and State



FILED
In the office of the Secretary of State
of the State of California
Oct 3 1972
[ILLEGIBLE]

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

GEORGE E. W. BLAKE and ROY W. OLSON certify:

1. That they are the president and the secretary, respectively, of BFI Waste Systems of Southern California, Inc., a California corporation.
 2. That the By-Laws of said corporation authorize the directors to adopt resolutions amending its Articles of Incorporation by unanimous written consent without a meeting; heretofore, by unanimous written consent without a meeting, the directors adopted a resolution amending the Articles of Incorporation as follows:
"RESOLVED: that Article First of the Articles of Incorporation of this corporation be amended to read as follows:
"The name of this corporation is BROWNING-FERRIS INDUSTRIES OF SOUTHERN CALIFORNIA, INC."
3. That the shareholders have adopted said amendment by written consent. That the wording of the amended article, as set forth in the shareholders' written consent, is the same as that set forth in the directors' resolution in Paragraph 2 above.
 4. That the number of shares represented by written consent is 100. That the total number of shares entitled to vote on or consent to the amendment is 100.
-

/s/ George E. W. Blake
George E. W. Blake

/s/ Roy W. Olson
Roy W. Olson

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, California, on September 22, 1972.

/s/ George E. W. Blake
George E. W. Blake

/s/ Roy W. Olson
Roy W. Olson

FILED
In the office of the Secretary of State
of the State of California
OCT 20 1972
[ILLEGIBLE]

By /s/ [ILLEGIBLE]
Deputy

MA CHO TO: BHOWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

GEORGE E. W. BLAKE and ROY W. OLSON certify:

1. That they are the president and secretary, respectively, of Browning-Ferris Industries of Southern California, Inc., a California corporation.
2. That the By-Laws of said corporation authorize the directors to adopt resolutions amending its Articles of Incorporation by unanimous written consent without a meeting; heretofore, by unanimous written consent without a meeting, the directors adopted a resolution amending the Articles of Incorporation as follows:

RESOLVED: that Article First of the Articles of Incorporation of this corporation be amended to read as follows:

“The name of this corporation is BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.”

3. That the shareholders have adopted said Amendment by written consent. That the wording of the amended article, as set forth in the shareholders’ written consent, is the same as that set forth in the directors’ resolution in Paragraph 2 above.
 4. That the number of shares represented by written consent is 100. That the total number of shares entitled to vote on or consent to the amendment is 100.
-

/s/ George E. W. Blake

George E. W. Blake

/s/ Roy W. Olson

Roy W. Olson

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct. Executed at Los Angeles, California on October 20, 1972

/s/ George E. W. Blake

George E. W. Blake

/s/ Roy W. Olson

Roy W. Olson

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article III, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article III, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article III, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article III), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

—ooOoo—

Browning-Ferris Industries of Florida, Inc.

—ooOoo—

—ooOoo—

CORPORATE RECORDS

—ooOoo—

—ooOoo—

REGISTERED

WITH

THE CORPORATION TRUST COMPANY
WILMINGTON, DELAWARE

—ooOoo—

CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.

—ooOoo—

First: The name of the Corporation is Browning-Ferris Industries of Florida, Inc.

Second: The registered office of the Corporation in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware 19801.

Third: The nature of the business, objects and purposes to be transacted, promoted or carried on by the Corporation are:

To collect, process, haul and dispose of refuse and waste of all types, to operate sanitary landfills and other sites, and to perform other procedures, for the disposal of refuse and waste, and to furnish consulting services as to methods of such collection, processing and disposal of refuse and waste and the operation of such sites and performance of such procedures;

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and with, as principal, agent or otherwise, machinery, equipment and other goods, wares and merchandise and personal property of every class and description;

To acquire, and pay for in cash, stocks or bonds of the Corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, partnership, trust, joint stock company, syndicate, firm, association or corporation;

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of the Corporation;

To acquire by purchase, subscription or otherwise, and to receive, hold, own, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and

other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;

To borrow or raise moneys for any of the purposes of the Corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes;

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated; and

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

Fourth: The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

Fifth: The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
B. A. Pennington	100 West Tenth Street Wilmington, Delaware 19801
W. J. Reif	100 West Tenth Street Wilmington, Delaware 19801
R. F. Andrews	100 West Tenth Street Wilmington, Delaware 19801

Sixth: The Corporation is to have perpetual existence.

Seventh: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) To make, alter or repeal the by-laws of the Corporation.
 - (2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.
 - (3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.
 - (4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to
-

consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substan-

tially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Eighth: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the

stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

Ninth: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

Tenth: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 18th day of February, 1975.

B. A. Pennington

W. J. Reif

R. F. Andrews

STATEMENT OF INCORPORATORS
IN LIEU OF ORGANIZATION
MEETING
OF
Browning-Ferris Industries of Florida, Inc.

—ooOoo—

The certificate of incorporation of this corporation having been filed in the office of the Secretary of State, the undersigned, being all of the incorporators named in said certificate, do hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

1. The following persons were elected as directors to hold office until the first annual meeting of stockholders or until their respective successors are elected and qualified:

Tom J. Fatjo, Jr.

Roger A. Ramsey

Norman A. Meyers

2. The board of directors was authorized to make and adopt the by-laws of the corporation and, in its discretion, to issue the shares of the capital

stock of this corporation to the full amount or number of shares authorized by the certificate of incorporation, in such amounts and for such considerations as from time to time shall be determined by the board of directors and as may be permitted by law.

Dated, February 18th, 1975.

/s/ B. A. Pennington
Incorporator

/s/ W. J. Reif
Incorporator

/s/ R. F. Andrews
Incorporator

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF FLORIDA, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

BFI of Illinois, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

First: That the Sole Director and Sole Shareholder of the Company duly adopted by written consent on February 18, 1999, resolutions declaring the following amendment to the certificate of incorporation of the Company:

RESOLVED, the Article 1 of the Company's certificate of incorporation is hereby amended to read as follows:

"The name of the corporation is Browning-Ferris Industries of Illinois, Inc.,"

; and

RESOLVED FURTHER, that the President or any Vice President of the Company, be, and each hereby is, authorized and directed to sign any and all documents necessary to effectuate the change in the name of the Company.

Second: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Third: That the capital of the Company shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the Company has caused its corporate seal to be hereunto affixed and the certificate be signed by Eileen B. Schuler, its Vice President, the 18th day of February, 1999.

BFI OF ILLINOIS, INC.

By: /s/ Eileen B. Schuler
Eileen B. Schuler
Title: Vice President

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF ILLINOIS, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED & RECORDED

MAY 22 1973

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS INDUSTRIES OF NEW JERSEY, INC.

To: The Secretary of State
State of New Jersey

THE UNDERSIGNED, of the age of eighteen years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, do hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is BROWNING-FERRIS INDUSTRIES OF NEW JERSEY, INC.

SECOND: The purpose or purposes for which the corporation is organized are:

To engage in any activity within the lawful business purposes for which corporations may be organized under the New Jersey Business Corporation Act.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) of the par value of One Dollar (\$1.00) each.

FOURTH: The address of the corporation's initial registered office is 15 Exchange Place, Jersey City, New Jersey 07302, and the name of the corporation's initial registered agent at such address is The Corporation Trust Company.

FIFTH: The number of directors constituting the initial board of directors shall be three; and the names and addresses of the directors are as follows:

Names	Addresses
Tom J. Fatjo, Jr.	Fannin Bank Building Houston, Texas 77025
Norman A. Myers	Fannin Bank Building Houston, Texas 77025
Roger A. Ramsey	Fannin Bank Building Houston, Texas 77025

SIXTH: The names and addresses of the incorporators are as follows:

Names	Addresses
E. Wayne Patterson	811 Dallas Avenue Houston, Texas 77002
Phillip D. Tucker	811 Dallas Avenue Houston, Texas 77002
Kirk S. Hood II	811 Dallas Avenue Houston, Texas 77002

In Witness Whereof, we, the incorporators of the above named corporation, have hereunto signed this Certificate of Incorporation on the 19 day of April, 1974.

E. Wayne Patterson
E. Wayne Patterson

Phillip D. Tucker
Phillip D. Tucker

Kirk S. Hood II
Kirk S. Hood II

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF NEW JERSEY, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATIONOFT. PEDONE & SONS, INC.PURSUANT TO SECTION 402 OF THE BUSINESS CORPORATION LAW

We, the undersigned, desiring to form a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, do hereby make, subscribe and acknowledge this Certificate for that purpose as follows:

FIRST. The name of the proposed corporation is

T. PEDONE & SONS, INC.

SECOND. The purposes for which said corporation is to be formed are to do any and all of the things hereinafter set forth to the same extent as natural persons might or could do; viz:

To conduct the business of collecting garbage and other refuse and of disposing of the same.

To collect, acquire, hold; remove, make use of and dispose of in any lawful manner refuse of every nature, consumable or unconsumable, liquid or solid.

To manufacture, purchase or otherwise acquire, deal in, use, sell or otherwise dispose of and to install, operate, maintain and repair incenerator, garbage and refuse disposal machines, devices and plants, and any and all materials, products and machinery useful in the manufacture, use and sale of such commodities.

To bid upon, enter into and carry out contracts for the construction of sewage plants, sewage disposal systems, drainage systems, waste removal systems and irrigation systems.

To do anything else necessary or incidental to the carrying on of the business of collecting and disposing of garbage and refuse.

THIRD. The total number of shares that may be issued is Two Hundred (200), all of which are to be without par value.

FOURTH. The shares shall be designated "common stock".

FIFTH. The office of the corporation shall be located in the City and County of Schenectady, State of New York.

SIXTH. The Secretary of State is hereby designated as the agent of the corporation upon whom process in any action or proceeding against it may be served within the State of New York. The address to which the Secretary of State shall mail a copy of process served upon him pursuant to law is 821 Gerling Street, Schenectady, New York, 12308.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 29th day of December, 1964.

/s/ ANGELO PEDONE

ANGELO PEDONE
821 Gerling Street
Schenectady, New York

/s/ VINCENT PEDONE

VINCENT PEDONE
1445 Lowell Road
Schenectady, New York

STATE OF NEW YORK)
) ss. :
COUNTY OF ALBANY)

On this 29th day of December, 1964 before me, the subscriber personally appeared ANGELO PEDONE and VINCENT PEDONE, to me personally known and known to me to be the same persons described in and who executed the within Instrument and they duly and severally acknowledged to me that they executed the same.

/s/ [ILLEGIBLE]

NOTARY PUBLIC

Certificate of Amendment of the Certificate of Incorporation of
T. PEDONE & SONS, INC.
under Section 805 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

- (1) *The name of the corporation is T. PEDONE & SONS, INC.*
- (2) *The certificate of incorporation was filed by the department of state on the 4th day of February 1965*
- (3) *The certificate of incorporation of this corporation is hereby amended to effect the following change*

a. to change the corporate name. Paragraph One of the certificate is amended to read:

"1. The name of the Corporation is MODERN WASTE SERVICE, INC."

(4) *The amendment to the certificate of incorporation was authorized:*

* *at a meeting of shareholders by vote of a majority of all the outstanding shares entitled to vote thereon.*

IN WITNESS WHEREOF, this certificate has been subscribed this 5th day of June 1970 by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

Type name	Capacity in which signed	Signature
Emilio A. Fusco	President	<i>Emilio A. Fusco</i>
Vincent Pedone	Secretary	<i>Vincent Pedone</i>

Certificate of Amendment of the Certificate of Incorporation of

479
2/10/65
Schenectady
Schenectady

T. PEDONE & SONS, INC. *new name*
6/9

under Section 805 of the Business Corporation Law
(N) 2

Filed By:

LOMBARDI and REINHARD

Address:

34 Jay Street

Schenectady, New York 12305

840041-3

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 12 1970
TAX \$ *None*
FILING FEE \$ *30*

John P. Longo

Secretary of State

By *MS*

47 Schenectady

CERTIFICATE OF MERGER
OF
PEDONE BROTHERS, INC. and
MODERN WASTE SERVICE, INC.
INTO
MODERN WASTE SERVICE, INC.

Under Section 904 of the Business Corporation Law

The undersigned, ROGER A. RAMSEY and HOWARD S. HOOVER, JR., being the Vice President and Assistant Secretary, respectively, of Modern Waste Service, Inc. and Pedone Brothers, Inc., each of said corporations being domestic corporations, organized and existing under and by virtue of the laws of the State of New York, do hereby certify and set forth:

1. The Plan of Merger was adopted by the Board of Directors of each constituent corporation and authorized and approved by the Stockholders of each respective constituent corporation.

2. The name of each constituent corporation is as follows:

PEDONE BROTHERS, INC.
MODERN WASTE SERVICE, INC.

The name under which Modern Waste Service, Inc. was formed is T. Pedone & Sons, Inc.

3. The name of the surviving corporation is Modern Waste Service, Inc.

4. Pedone Brothers, Inc. has issued and outstanding 100

shares of no par value common stock, all of which constitute but one class of stock and are entitled to vote.

Modern Waste Service, Inc. has issued and outstanding 200 shares of no par value common stock, all of which constitute but one class of stock and are entitled to vote.

5. The Certificate of Incorporation of the surviving corporation, Modern Waste Service, Inc., is hereby amended to change the name of said corporation to BROWNING-FERRIS INDUSTRIES OF NEW YORK, INC.

Article FIRST of the Certificate of Incorporation of Modern Waste Service, Inc. is hereby amended to read as follows:

“The name of the corporation is Browning-Ferris Industries of New York, Inc.”

6. The effective date of the merger of Pedone Brothers, Inc. and Modern Waste Service, Inc. into Modern Waste Service, Inc. is the 30th day of September, 1973.

7. The Certificate of Incorporation of Pedone Brothers, Inc. was filed by the Department of State on the 1st day of April, 1963.

The Certificate of Incorporation of Modern Waste Service, Inc. was filed by the Department of State on the 4th day of February, 1965.

8. The merger of Pedone Brothers, Inc., and Modern Waste Service, Inc. was authorized: (a) in respect to Pedone Brothers, Inc., a constituent corporation by the affirmative vote of the holders of two-thirds (2/3) of all outstanding shares entitled to vote; and (b) in respect to Modern Waste Service, Inc. by the affirmative vote of the holders of two-thirds (2/3) of all outstanding shares entitled to vote.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 20th day of September, 1973, and we affirm the statements contained herein as true under penalties of perjury.

PEDONE BROTHERS, INC.

BY /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

BY /s/ Howard S. Hoover
Howard S. Hoover, Assistant Secretary

MODERN WASTE SERVICE, INC.

BY /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

BY /s/ Howard S. Hoover
Howard S. Hoover, Assistant Secretary

STATE OF TEXAS)
COUNTY OF HARRIS) SS. :

ROGER A. RAMSEY and HOWARD S. HOOVER, each being duly sworn, does for himself depose and say that he is the Vice President and Assistant Secretary, respectively, of Modern Waste Service, Inc. and Pedone Brothers, Inc., each corporation named and described in the foregoing Certificate; that he has read the foregoing Certificate, that he knows the contents thereof, and that the same is true of his own knowledge.

/s/ Roger A. Ramsey

Roger A. Ramsey

/s/ Howard S. Hoover

Howard S. Hoover

Sworn to before me this
20th day of September, 1973.

/s/ Carole J. Gifford

Notary Public Carole J. Gifford
Commission Expires June 1, 1975

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF NEW YORK, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**

First: The name of the Corporation is Browning-Ferris Industries of Ohio, Inc.

Second: The registered office of the Corporation in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware.

Third: The nature of the business, objects and purposes to be transacted, promoted or carried on by the Corporation are:

To collect, process, haul and dispose of refuse and waste of all types, to operate sanitary landfills and other sites, and to perform other procedures, for the disposal of refuse and waste, and to furnish consulting services as to methods of such collection, processing and disposal of refuse and waste and the operation of such sites and performance of such procedures;

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and with, as principal, agent or otherwise, machinery, equipment and other goods, wares and merchandise and personal property of every class and description;

To acquire, and pay for in cash, stocks or bonds of the Corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, partnership, trust, joint stock company, syndicate, firm, association or corporation;

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of the Corporation;

To acquire by purchase, subscription or otherwise, and to receive, hold, own, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares

of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;

To borrow or raise moneys for any of the purposes of the Corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes;

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated; and

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

Fourth: The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 2,000 shares; all of such shares shall be without par value.

Fifth: The name and mailing address of the incorporator is

Name
James E. Kline

Mailing Address
700 United Savings Building
Toledo, Ohio 43604

Sixth: The Corporation is to have perpetual existence.

Seventh: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) To make, alter or repeal the by-laws of the Corporation.
- (2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.
- (3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.
- (4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.
- (5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute,

or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Eighth: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

Ninth: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

Tenth: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 15th day of January, 1973.

/s/ James E. Kline
James E. Kline

THE STATE OF OHIO)
COUNTY OF LUCAS)

BE IT REMEMBERED that on this 15th day of January, 1973, personally came before me, a Notary Public for the State of Ohio, James E. Kline, the party to the foregoing certificate of incorporation, known to me personally to be such, and acknowledged the said certificate to be his act and deed and that the facts stated therein are true.

GIVEN under my hand and seal of office the day and year aforesaid.



AGREEMENT OF MERGER

This Agreement of Merger, dated this 27th day of April, 1973, by and among Browning-Ferris Industries of Ohio, Inc. ("BFI"), Bradbury's Rubbish Disposal, Inc. ("Bradbury"), BFI Waste Systems of Ohio, Inc. ("Waste Systems"), Brotherton Disposal, Inc. ("Brotherton"), C & I Refuse, Inc. ("C & I"), City Ash, Inc. ("City Ash"), Granger Leasing, Inc. ("Granger"), and Quick Trash Service, Inc. ("Quick Trash").

WHEREAS, BFI was incorporated by Certificate of Incorporation filed in the Office of the Secretary of State of the State of Delaware on January 24, 1973, and presently exists and is in good standing under the laws of the State of Delaware, has its principal place of business located in Wilmington, Newcastle County, Delaware, and has an authorized capital consisting of 2,000 shares of Common Stock, without par value, of which 100 shares were issued and outstanding on March 1, 1973; and

WHEREAS, Bradbury was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on June 1, 1970, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cleveland, Cuyahoga County, Ohio, and has an authorized capital consisting of 5,000 shares of Common Stock, \$1.00 par value, of which 1,000 shares were issued and outstanding as of March 1, 1973; and

WHEREAS, Waste Systems was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on November 20, 1969, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cincinnati, Hamilton County, Ohio, and has an authorized capital consisting of 10,000 shares of Common Stock, \$10.00 par value, of which 250 shares were issued and outstanding as of March 1, 1973; and

WHEREAS, Brotherton was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on March 9, 1966, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Elyria, Lorain County, Ohio, and has an authorized capital consisting of 500 shares of Common Stock, no par value, of which 260 shares were issued and outstanding as of March 1, 1973; and

WHEREAS, C & I was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on March 21, 1962, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Youngstown, Mahoning County, Ohio, and has an authorized capital consisting of 250 shares of Common Stock, no par value, of which 5 shares were issued and outstanding as of March 1, 1973; and

WHEREAS, City Ash, was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on August 12, 1970, and presently exists and is in good standing under the laws of the State of Ohio has its principal place of business in Cleveland, Cuyahoga County, Ohio, and has an authorized capital consisting of 500 shares of Common Stock, \$1.00 par value, of which 500 shares were issued and outstanding as of March 1, 1973;

WHEREAS, Granger was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on November 4, 1964, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Garfield Heights, Cuyahoga County, Ohio, and has an authorized capital consisting of 500 shares of Common Stock, of which 100 shares were issued and outstanding as of March 1, 1973; and

WHEREAS, Quick Trash was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on May 22, 1970, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cincinnati, Hamilton County, Ohio, and has an authorized capital consisting of 250 shares of Common Stock, no par value, of which 51 shares of Common Stock were issued and outstanding as of March 1, 1973; and

WHEREAS, Section 252 of Chapter 1, General Corporation Law of the State of Delaware authorizes the merger of corporations organized under the laws of the State of Ohio into a corporation which is organized under the laws of the State of Delaware and Section 1701.79 of the Ohio Revised Code authorizes the merger of corporations organized under the laws of the State of Ohio into a corporation organized under the laws of the State of Delaware; and

WHEREAS, the Boards of Directors of BFI, Bradbury, Waste Systems, Brotherton, C & I, City Ash, Granger and Quick Trash deem it advisable for the mutual benefit of each of said corporations and their respective shareholders that Bradbury, Waste Systems, Brotherton, C & I, City Ash, Granger and Quick Trash be merged into BFI upon the terms and conditions hereinafter set forth, and such Boards of Directors have approved this Agreement of Merger;

NOW, THEREFORE, the aforesaid corporations have agreed and do hereby agree each with each other, that Bradbury, Waste Systems, Brotherton, C & I, City Ash, Granger and Quick Trash shall be merged into BFI in accordance with the provisions of the General Corporation Law of the State of Delaware and with the provisions of Chapter 1701, Ohio Revised Code, upon the following terms and conditions and in the following manner:

ARTICLE I
EFFECTIVE DATE

This Agreement of Merger shall be filed in the Office of the Secretary of State of Ohio and in the Office of the Secretary of State of Delaware, and a copy thereof certified by the Secretary of State of Delaware shall be recorded in the Office of the Recorder of Deeds for New Castle County, and shall be effective upon the recording thereof in the Office of the Recorder of Deeds for New Castle County, and the date of such recording shall be herein called the "Effective Date".

ARTICLE II
MERGER

Bradbury, Waste Systems, Brotherton, C & I, City Ash, Granger, and Quick Trash (the "Merged Corporations") shall be merged into BFI (the "Surviving Corporation") and likewise, BFI, the Surviving Corporation, shall merge Bradbury, Waste Systems, Brotherton, C & I, City Ash, Granger, and Quick Trash, the Merged Corporations, into itself on the Effective Date, pursuant to the provisions of Section 252 and other applicable provisions of Chapter 1, General Corporation Law of the State of Delaware and pursuant to Section 1701.79 and other applicable provisions of Chapter 1701 of the Ohio Revised Code, and upon the terms and conditions herein set forth. The separate corporate existence of Bradbury, Waste Systems, Brotherton, C & I, City Ash, Granger and Quick Trash, the Merged Corporations, shall cease at the Effective Date, and BFI, which shall survive the merger, shall continue in existence and shall be governed by the laws of the State of Delaware. The corporate name of BFI, as the Surviving Corporation, shall continue to be Browning-Ferris Industries of Ohio, Inc.

ARTICLE III
ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The facts required to be set forth in Articles of Incorporation of corporation Incorporated under the laws of the State of Delaware and that can be stated in the case of the merger provided for in this Agreement of Merger are as follows:

First: The name of the Corporation is Browning-Ferris Industries of Ohio, Inc.

Second: The registered office of the Corporation in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware.

Third: The nature of the business, objects and purposes to be transacted, promoted or carried on by the Corporation:

To collect, process, haul and dispose of refuse and waste of all types, to operate sanitary landfills and other sites, and to perform other procedures, for the disposal of refuse and waste, and to furnish consulting services as to methods of such collection, processing and disposal of refuse and waste and the operation of such sites and performance of such procedures;

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and with, as principal, agent or otherwise, machinery, equipment and other goods, wares and merchandise and personal property of every class and description;

To acquire, and pay for in cash, stocks or bonds of the Corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, partnership, trust, joint stock company, syndicate, firm, association or corporation;

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of the Corporation;

To acquire by purchase, subscription or otherwise, and to receive, hold, own, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof:

To borrow or raise moneys for any of the purposes of the Corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to accure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes:

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated: and

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation,

but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

Fourth: The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 2,000 shares: all of such shares shall be without par value.

Fifth: The name and mailing address of the incorporator is

Name	Mailing Address
James E. Kline	700 United Savings Building Toledo, Ohio 43604

Sixth: The Corporation is to have perpetual existence.

Seventh: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) To make, alter or repeal the by-laws of the Corporation.
- (2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.
- (3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

(4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon

such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Eighth: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 281 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 278 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

Ninth: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

Tenth: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IV
BOARD OF DIRECTORS

The following persons shall constitute the Board of Directors of the Surviving Corporation, as of the Effective Date, each of whom shall hold office until the 1874 annual meeting of shareholders and until their respective successors are elected and qualified:

NAME	ADDRESS
Loren Beck	530 Glenwood Ave., Youngstown, Ohio 445802
Tom J. Patjo, Jr.	1603 Fannin Bank Bldg., Houston, Texas 77025
Norman A. Myers	1603 Fannin Bank Bldg., Houston, Texas 77025
Roger A. Ramsey	1603 Fannin Bank Bldg., Houaton, Texas 77025
Kenneth Reitzloff	1603 Fannin Bank Bldg. , Houston, Texas 77025
Harry B. Phillips	1603 Fannin Bank Bldg., Houston, Texas 77025
L.A. Waters	1603 Fannin Bank Bldg., Houston, Texas 77025

ARTICLE V
OFFICERS

The first officers of the Surviving Corporation, who shall hold office until their respective successors have been elected and qualified, are as follows:

TITLE	NAME
Chairman of the Board:	L. A. Waters
President:	Barry J. Phillips
Chairman of the Executive Committee:	Tom J. Patjo, Jr.
Executive Vice President:	Kenneth Reilzloff
Executive Vice President:	Roger A. Ramsey
Executive Vice President:	Loren Beck
Vice President and General Manager-City Ash District:	Cacil Medrick
Vice President and General Manager - Bradbury Disposal District	C. M. Atkinson
Vice President and General Manager - Brotherton Disposal District	George C. Brotherton
Vice President and General Manager - Yeagers District	David M. Yeager
Vice President and General Manager - Baith District	Ben Baith
Vice President and General Manager - Cincinnati District:	Ben Spalter
Vice President and General Manager - Quick Trash District:	Wally Wogenstahl
Secretary:	Howard S. Hoover, Jr.
Treasurer:	Donald F. Cassling
Assistant Secretary and Assistant Treasurer - - City Ash District:	Ronald Mataaic
Assistant Secretary and Assistant Treasurer - - Bradbury District:	Frank Kunzman

TITLE	NAME
Assistant Secretary and Assistant Treasurer — Brotherton District:	Phyllis J. Brotherton
Assistant Secretary and Assistant Treasurer — Yeagers District:	Sally M. Yeager
Assistant Secretary and Assistant Treasurer — Baith District:	Norma J. Baith
Controller and Assistant Treasurer:	Walter Daub

ARTICLE VI
BY-LAWS

Until altered, amended or repealed, the By-Laws of BFI, as constituted immediately prior to the Effective Date, shall be the By-Laws of the Surviving Corporation.

ARTICLE VII
TERMS OF MERGER
AND DISTRIBUTION TO SHAREHOLDERS

The terms of the merger and the mode of carrying the same into effect, as well as the manner of converting shares of Merged Corporations into Shares of Stock of the Surviving Corporation, shall be as follows:

As of the Effective Date:

- a) each issued and outstanding share of Common Stock of Bradbury shall be converted into .1 share of Common Stock of the Surviving Corporation.
- b) each issued and outstanding share of Common Stock of Waste Systems shall be converted into .4 share of Common Stock of the Surviving Corporation.
- c) each issued and outstanding share of Common Stock of Brotherton shall be converted into .38461 share of Common Stock of the Surviving Corporation.
- d) each issued and outstanding share of Common Stock of C & I shall be converted into 20 shares of Common Stock of the Surviving Corporation.
- e) Each issued and outstanding share of Common Stock of City Ash shall be converted into .2 share of Common Stock of the Surviving Corporation.

f) each issued and outstanding share of Common Stock of Granger shall be converted into 1 share of Common Stock of the Surviving Corporation.

g) each issued and outstanding share of Common Stock of Quick Trash shall be converted into 1.9608 shares of Common Stock of the Surviving Corporation.

The outstanding shares of Common Stock of BFI are not to be changed or converted as a result of the merger, and upon the Effective Date, all shares of Common Stock of BFI heretofore authorized, whether issued or unissued, shall be and be deemed to be shares of the Common Stock of the Surviving Corporation, and all shares of Common Stock of BFI outstanding on the Effective Date shall remain outstanding, shall be and be deemed to be fully paid and non-assessable and shall be subject to all of the provisions of this Agreement of Merger.

As soon as practicable after the Effective Date, each shareholder of Merged Corporations whose shares of Common Stock of a Merged Corporation have been converted into shares of Common Stock of the Surviving Corporation shall be entitled upon surrender of an outstanding certificate or certificates representing ownership of shares of Common Stock of a Merged Corporation to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which such shares of Common Stock of the Merged Corporations theretofore represented by the surrendered certificate or certificates shall have been converted as provided above. Until so surrendered, each such outstanding certificate which prior to the Effective Date represented shares of Common Stock of a Merged Corporation shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of the Surviving Corporation and all voting rights with respect thereto.

ARTICLE VIII
EFFECT OF THE MERGER

On the Effective Date of the merger, the Surviving Corporation shall possess all the assets and property of every description and every interest therein, wherever located, and all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of all of the Merged Corporations and of BFI, and all obligations belonging to or

due to any such Merged Corporation without further act or deed; and title to any real estate or any interest therein vested in any Merged Corporations or BFI shall not revert or in any way be impaired by reason of such merger; provided, however, that all of the rights of the creditors of the Merged Corporations are preserved unimpaired, and all liens upon the property of the Merged Corporations are preserved unimpaired on only the property affected by such liens immediately prior to the Effective Date of the merger; and provided further, that BFI, the Surviving Corporation, is liable for all of the obligations of the Merged Corporations, including any liability to dissenting shareholders, and any claim existing, or action or proceeding pending, by or against either Merged Corporations or BFI or both, may be prosecuted to judgment, with right of appeal, as if such merger had not taken place, or the Surviving Corporation may be substituted in its place. Each Merged Corporation and BFI agrees for itself that it will execute and deliver or cause to be executed and delivered, all of such deeds or other instruments, and will take or cause to be taken such further or other action as BFI, the Surviving Corporation, may deem necessary or desirable in order to effectuate the foregoing and otherwise carry out the intent and purpose of this Agreement of Merger.

ARTICLE IX
STATED CAPITAL

The amount of stated capital with which the Surviving Corporation will begin business is One Thousand (\$1,000.00) Dollars.

ARTICLE X
AGENT FOR SERVICE

The filing of this Agreement of Merger with the Secretary of State of the State of Ohio shall operate as a consent by BFI, the Surviving Corporation, that it shall be subject to be sued and may be served with process in the State of Ohio in any suit, action or proceeding for the enforcement of any obligation or liability of any of the Merged Corporations, including any amount payable to any dissenting shareholder pursuant to the terms of Chapter 1701, Ohio Revised Code, and as a consent to service upon and by the Secretary of State of the State of Ohio as the agent of BFI, the Surviving Corporation, in any such suit, action or proceeding for the enforcement of any such obligation or liability aforesaid of each of such Merged Corporations and CT Corporation System, Union Commerce Building, Cleveland, Cuyahoga County, Ohio 44115, is hereby irrevocably appointed the agent of BFI, the Surviving Corporation for the service of process in action, suit or proceeding to enforce any such obligation in liability aforesaid of any of the Merged Corporations in this Article X, but for no other purpose.

ARTICLE XI
QUALIFICATION OF BFI AS A FOREIGN CORPORATION IN OHIO

The Surviving Corporation desires to transact business in the State of Ohio as a foreign corporation and hereby designates the City of Cleveland in the County of Cuyahoga as the location of its principal office in the State of Ohio and hereby appoints CT Corporation System, a corporation with its business office in the County wherein such principal office is to be located, as its designated agent upon whom service of process may be had in the State of Ohio. The complete address of such agent in Cuyahoga County is Union Commerce Building, Cleveland, Ohio 44115. The Surviving Corporation consents irrevocably to the service of such process on such agent and its successors, as long as the authority of such agent shall continue as provided by the provision of Chapter 1703, Ohio Revised Code, the Ohio Foreign Corporation Act, and the Surviving Corporation hereby irrevocably consents to service of process on the Secretary of State of the State of Ohio in the event such agent cannot be found or in any of the other events whereby such service is authorized by the Ohio Foreign Corporation Act.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first above written.

BROWNING-FERRIS INDUSTRIES OF OHIO, INC.

SEAL

By /s/ Harry J. Phillips
Harry J. Phillips, President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr., Secretary

BRADBURY'S RUBBISH DISPOSAL, INC.

SEAL

By /s/ Roger A. Ramsey
Roger A. Ramsey, Vice president

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

BFI WASTE SYSTEMS OF OHIO, INC.

SEAL

By /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

BROTHERION, DISPOSAL, INC.

SEAL

By /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

C & I REFUSE, INC

SEAL

By /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

CITY ASH, INC.

SEAL

By /s/ Loren Beck
Loren Beck, President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

GRANGER LEASING, INC.

SEAL

By /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

QUICK TRASH SERVICE, INC

SEAL

By /s/ Roger A. Ramsey
Roger A. Ramsey, Vice President

Attest: /s/ Howard S. Hoover, Jr.
Howard S. Hoover, Jr.
Assistant Secretary

AGREEMENT OF MERGER

This Agreement of Merger, dated this 24th day of September, 1973, by and among Browning-Ferris Industries of Ohio, Inc., ("BFI"), Trumbull Sanitary Land Fill, Inc. ("Trumbull"), Testa Bros., Inc. ("Testa"), Yeagers' Development Company ("Yeagers"), and Fairfield Industrial Development Organization, Incorporation ("Fairfield").

WHEREAS, BFI was incorporated by Certificate of Incorporation filed in the Office of the Secretary of State of the State of Delaware on January 24, 1973, and presently exists and is in good standing under the laws of the State of Delaware, has its principal place of business located in Wilmington, New Castle County, Delaware, and has an authorized capital consisting of 2,000 shares of Common Stock, without par value, of which 100 shares were issued and outstanding on September 1, 1973; and

WHEREAS, Trumbull was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on April 26, 1962, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cleveland, Cuyahoga County, Ohio, and has an authorized capital consisting of 250 shares of Common Stock, \$100.00 par value, of which 6 shares were issued and outstanding as of September 1, 1973; and

WHEREAS, Testa was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on July 2, 1947, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cleveland, Cuyahoga County, Ohio, and has an authorized capital consisting of 250 shares of Common Stock, without par value, of which 48 shares were issued and outstanding as of September 1, 1973.

WHEREAS, Yeagers was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on February 11, 1971, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cleveland, Cuyahoga County, Ohio, and has an authorized capital consisting of 500 shares of Common Stock, \$100.00 par value, of which 3 shares were issued and outstanding as of September 1, 1973; and

WHEREAS, Fairfield was incorporated by Articles of Incorporation filed in the Office of the Secretary of State of the State of Ohio on January 6, 1969, and presently exists and is in good standing under the laws of the State of Ohio, has its principal place of business in Cleveland, Cuyahoga County, Ohio, and has an authorized capital consisting of 1,500 shares of Common Stock, without par value, of which 100 shares were issued and outstanding as of September 1, 1973; and

WHEREAS, Section 252 of Chapter 1, General Corporation Law of the State

of Delaware authorizes the merger of a corporation organized under the laws of the State of Ohio into a corporation which is organized under the laws of the State of Delaware and Section 1701.78 of the Ohio Revised Code authorizes the merger of a corporation organized under the laws of the State of Ohio into a corporation organized under the laws of the State of Delaware; and

WHEREAS, the Boards of Directors of BFI, Trumbull, Testa, Yeagers and Fairfield deem it advisable for the mutual benefit of said corporations and their respective shareholders that Trumbull, Testa, Yeagers and Fairfield be merged into BFI upon the terms and conditions hereinafter set forth, and such Boards of Directors have approved this Agreement of Merger.

NOW, THEREFORE, the aforesaid corporations have agreed and do hereby agree with each other, that Trumbull, Testa, Yeagers and Fairfield shall be merged into BFI in accordance with the provisions of the General Corporation Law of the State of Delaware and with the provisions of Chapter 1701, Ohio Revised Code, upon the following terms and conditions and in the following manner:

ARTICLE I
EFFECTIVE DATE

This Agreement of Merger shall be filed in the Office of the Secretary of State of Ohio and in the Office of the Secretary of State of Delaware, and shall be effective upon such filings with the Secretaries of State, and the date of such filings shall be herein called the "Effective Date".

ARTICLE II
MERGER

Trumbull, Testa, Yeagers and Fairfield (the "Merged Corporations") shall be merged into BFI (the "Surviving Corporation") and likewise, BFI, the Surviving Corporation, shall merge Trumbull, Testa, Yeagers and Fairfield, the Merged Corporations into itself on the Effective Date, pursuant to the provisions of Section 252 and other applicable provisions of Chapter 1, General Corporation Law of the State of Delaware and pursuant to Section 1701.78 and other applicable provisions of Chapter 1701 of the Ohio Revised Code, and upon the terms and conditions herein set forth. The separate corporate existence of Trumbull, Testa, Yeagers and Fairfield, the Merged Corporations, shall cease at the Effective Date, and BFI, which shall survive the merger, shall continue in existence and shall be governed by the laws of the State of Delaware. The corporate name of BFI, as the Surviving Corporation, shall continue to be Browning-Ferris Industries of Ohio, Inc.

ARTICLE III
ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The facts required to be set forth in Articles of Incorporation of a corporation incorporated under the laws of the State of Delaware and that can be stated in the case of the merger provided for in this Agreement of Merger are as follows:

First: The name of the Corporation is Browning-Ferris Industries of Ohio, Inc.

Second: The registered office of the Corporation in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware.

Third: The nature of the business, objects and purposes to be transacted, promoted or carried on by the Corporation are:

To collect, process, haul and dispose of refuse and waste of all types, to operate sanitary landfills and other sites, and to perform other procedures, for the disposal of refuse and waste, and to furnish consulting services as to methods of such collection, processing and disposal of refuse and waste and the operation of such sites and performance of such procedures;

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and with, as principal, agent or otherwise, machinery, equipment and other goods, wares and merchandise and personal property of every class and description;

To acquire and pay for in cash, stocks or bonds of the Corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, partnership, trust, joint stock company, syndicate, firm, association or corporation;

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of the Corporation;

To acquire by purchase, subscription or otherwise, and to receive, hold, own, sell, assign, exchange, transfer, mortgage, pledge or

otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons., public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;

To borrow or raise moneys for any of the purposes of the Corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the Interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes;

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated; and

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

Fourth: The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 2,000 shares; all of such shares shall be without par value.

Fifth: The Corporation is to have perpetual existence.

Sixth: The name and mailing address of the incorporator is:

Name

James E. Kline

Mailing Address

700 United Savings Building
Toledo, Ohio 43604

Seventh: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) To make, alter or repeal the by-laws of the Corporation.
- (2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.
- (3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

(4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Eighth: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

Ninth: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

Tenth: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IV BOARD OF DIRECTORS

The following persons shall constitute the Board of Directors of the Surviving Corporation, as of the Effective Date, each of whom shall hold office until the 1974 annual meeting of shareholders and until their respective successors are elected and qualified:

NAME	ADDRESS
Loren Beck	530 Glenwood Avenue, Youngstown, Ohio 44502
Tom J. Fatjo, Jr.	1603 Fannin Bank Building, Houston, Texas 77025
Norman A. Myers	1603 Fannin Bank Building, Houston, Texas 77025
Roger A. Ramsey	1603 Fannin Bank Building, Houston, Texas 77025
Kenneth Reitzloff	1603 Fannin Bank Building, Houston, Texas 77025
Harry H. Phillips	1603 Fannin Bank Building, Houston, Texas 77025
L. A. Waters	1603 Fannin Bank Building, Houston, Texas 77025

ARTICLE V
OFFICERS

The first officers of the Surviving Corporation, who shall hold office until their respective successors have been elected and qualified, are as follows:

TITLE	NAME
Chairman of the Board:	L. A. Waters
President:	Harry J. Phillips
Chairman of the Executive Committee:	Tom J. Fatjo, Jr.
Executive Vice President:	Kenneth Reitzloff
Executive Vice President:	Roger A. Ramsey
Executive Vice President:	Loren Beck
Vice President and General Manager - - City Ash District:	Cecil Medrick
Vice President and General Manager - Bradbury Disposal District:	C. M. Atkinson
Vice President and General Manager - Brotherton Disposal District:	George C. Brotherton
Vice President and General Manager - Yeagers District:	David M. Yeager
Vice President and General Manager - Baith District:	Ben Baith
Vice President and General Manager - Cincinnati District:	Ralph Kerkoff
Vice President and General Manager - Quick Trash District:	Wally Wogenstahl
Vice President and General Manager - Testa District	Peter Brunson
Secretary:	Howard S. Hoover, Jr.
Treasurer:	Donald F. Casaling
Assistant Secretary and Assistant Treasurer - City Ash District:	Ronald Matasic
Assistant Secretary and Assistant Treasurer - Bradbury District:	Frank Kunzman
Assistant Secretary and Assistant Treasurer - Brotherton District:	Phyllis J. Brotherton

TITLE	NAME
Assistant Secretary and Assistant Treasurer - Cincinnati District	James Garner
Assistant Secretary and Assistant Treasurer - - Yeagers District:	Sally M. Yeager
Assistant Secretary and Assistant Treasurer - - Baith District:	Norma J. Baith
Controller and Assistant Treasurer:	Walter Daub

ARTICLE VI
BY-LAWS

Until altered, amended or repealed, the By-Laws of BFI, as constituted immediately prior to the Effective Date, shall be the By-Laws of the Surviving Corporation.

ARTICLE VII
TERMS OF MERGER AND DISTRIBUTION TO SHAREHOLDERS

The terms of the merger and the mode of carrying the same into effect, as well as the manner of converting shares of the Merged Corporations into Shares of Stock of the Surviving Corporation, shall be as follows:

As of the Effective Date:

- a) each issued and outstanding share of Common Stock of Trumbull shall be converted into 16.6666 shares of Common Stock of the Surviving Corporation.
- b) each issued and outstanding share of Common Stock of Testa shall be converted into 2.0833 shares of Common Stock of the Surviving Corporation.
- c) each issued and outstanding share of Common Stock of Yeagers shall be converted into 33.3333 shares of Common Stock of the Surviving Corporation.
- d) each issued and outstanding share of Common Stock of Fairfield shall be converted into 1 share of Common Stock of the Surviving Corporation.

The outstanding shares of Common Stock of BFI are not to be changed or converted as a result of the merger, and upon the Effective Date, all shares of Common Stock of BFI heretofore authorized, whether issued or unissued, shall be and be deemed to be shares of the Common Stock of the Surviving Corporation, and all shares of Common Stock of BFI outstanding on the Effective Date shall remain outstanding, shall be and be deemed to be fully paid and non-assessable and shall be subject to all of the provisions of this Agreement of Merger.

As soon as practicable after the Effective Date, each shareholder of the Merged Corporations whose shares of Common Stock of a Merged Corporation have been converted into shares of Common Stock of the Surviving Corporation shall be entitled upon surrender of an outstanding certificate or certificates representing ownership of shares of Common Stock of a Merged Corporation to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which such shares of Common Stock of the Merged Corporations theretofore represented by the surrendered certificate or certificates shall have been converted as provided above. Until surrendered, each such outstanding certificate which prior to the Effective Date represented shares of Common Stock of a Merged Corporation shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of the Surviving Corporation and all voting rights with respect thereto.

ARTICLE VIII
EFFECT OF THE MERGER

On the Effective Date of the merger, the Surviving Corporation shall possess all the assets and property of every description and every interest therein, wherever located, and all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Merged Corporations and of BFI, and all obligations belonging to or due to any such Merged Corporation without further act or deed; and title to any real estate or any interest therein vested in any Merged Corporations or BFI shall not revert or in any way be impaired by reason of such merger; provided, however, that all of the rights of the creditors of the Merged Corporations are preserved unimpaired and all liens upon the property of the Merged Corporations are preserved unimpaired on only the property affected by such liens immediately prior to the Effective Date of the merger; and provided further, that BFI, the Surviving Corporation, is liable for all of the obligations of the Merged Corporations, including any liability to dissenting shareholders and any claim existing, or action or proceeding pending, by or against either the Merged Corporations or BFI or both, may be prosecuted to judgment, with right of appeal, as if such merger had not taken place, or the Surviving Corporation may be substituted in its place. Each Merged Corporation and BFI agrees for itself, that it will execute and deliver or cause to be executed and delivered, all of such deeds or other instruments, and will take or cause to be taken such further or other action as BFI, the Surviving Corporation, may deem necessary or desirable in order to effectuate the foregoing and otherwise carry out the intent and purpose of this Agreement of Merger.

ARTICLE IX
STATED CAPITAL

The amount of stated capital with which the Surviving Corporation will begin business is One Thousand Dollars (\$1,000.00).

ARTICLE X
AGENT FOR SERVICE

The filing of this Agreement of Merger with the Secretary of State of the State of Ohio shall operate as a consent by BFI, the Surviving Corporation, that it shall be subject to be sued and may be served with process in the State of Ohio in any suit, action or proceeding for the enforcement of any obligation or liability of any of the Merged Corporations, including any amount payable to any dissenting shareholder pursuant to the terms of Chapter 1701, Ohio Revised Code, and as a consent to service upon and by the Secretary of State of the State of Ohio as the agent of BFI, the Surviving Corporation, in any such suit, action or proceeding for the enforcement of any such obligation or liability aforesaid of each of such Merged Corporations and CT Corporation System, Union Commerce Building, Cleveland, Cuyahoga County, Ohio 44115, is hereby irrevocably appointed the agent of BFI, the Surviving Corporation for the service of process in action, suit or proceeding to enforce any such obligation in liability aforesaid of any of the Merged Corporations in this Article X, but for no other purpose.

ARTICLE XI
QUALIFICATION OF BFI AS A FOREIGN CORPORATION IN OHIO

The Surviving Corporation is qualified to do business in the State of Ohio as a foreign corporation and desires to continue to transact business in the State of Ohio as a foreign corporation and hereby designates the City of Cleveland in the County of Cuyahoga as the location of its principal office in the State of Ohio and hereby appoints CT Corporation System, a corporation with its business office in the County wherein such principal office is to be located, as its designated agent upon whom service of process may be had in the State of Ohio. The complete address of such agent in Cuyahoga County is Union Commerce Building, Cleveland, Ohio 44115. The Surviving Corporation consents irrevocably to the service of such process on such agent and its successors as long as the authority of such agent shall continue as provided by the provision of Chapter 1703, Ohio Revised Code, the Ohio Foreign Corporation Act, and the Surviving Corporation hereby irrevocably consents to service of process on the Secretary of State of the State of Ohio in the event such agent cannot be found or in any of the other events whereby such service is authorized by the Ohio Foreign Corporation Act.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first above written.

BROWNING - FERRIS INDUSTRIES OF OHIO, INC.

SEAL

By /s/ Loren Beck
Loren Beck, Vice-President / Executive

Attest: /s/ Frank Kunzman
Frank Kunzman, Assistant Secretary

SEAL

TRUMBULL SANITARY LAND FILL, INC.

By /s/ Loren Beck
Loren Beck, President

Attest: /s/ Walter Daub
Walter Daub, Secretary

SEAL

TESTA BROS., INC.

By /s/ Loren Beck
Loren Beck, Vice President

Attest: /s/ Walter Daub
Walter Daub, Assistant Secretary

SEAL

YEAGERS DEVELOPMENT COMPANY

By /s/ Loren Beck
Loren Beck, Vice President

Attest: /s/ Walter Daub
Walter Daub, Assistant Secretary

SEAL

FAIRFIELD INDUSTRIAL DEVELOPMENT ORGANIZATION,
INCORPORATION

By /s/ Loren Beck
Loren Beck, Vice President

Attest: /s/ Walter Daub
Walter Daub, Assistant Secretary

STATE OF OHIO).

SS:

COUNTY OF MAHONING)

Be it remembered that on this 24th day of September, 1973, personally came before me, a notary public in and for the county and state aforesaid, Loren Beck, Executive Vice President of Browning-Ferris Industries of Ohio, Inc., a corporation in the State of Delaware, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Loren Beck, as such Executive Vice President, duly executed said Agreement of Merger before me and

acknowledged said Agreement of Merger to be duly authorized by the Board of Directors to be the act, deed and acknowledgment of Browning-Ferris Industries of Ohio, Inc., that the signatures of the said Executive Vice President and Assistant Secretary of said Corporation to the foregoing Agreement of Merger are in the handwriting of the Executive Vice President and Assistant Secretary of the said Browning-Ferris Industries of Ohio, Inc. and that the seal affixed to said Agreement of Merger is the corporate seal of said Corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

STATE OF OHIO)
SS:
COUNTY OF MAHONING)

THOMAS D. TRIMBLE, Attorney of Low
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

Be it remembered on this 24th day of September, 1973, personally came before me, a notary public in and for the county and state aforesaid, Loren Beck, President of Trumbull Sanitary Land Fill, Inc., an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Loren Beck, as such President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be duly authorized by the Board of Directors to be the act, deed and acknowledgement of Trumbull Sanitary Land Fill, Inc., that the signatures of the said President and Secretary of said Corporation to the foregoing Agreement of Merger are in the handwriting of the President and Secretary of the said Trumbull Sanitary Land Fill, Inc. and that the seal affixed to said Agreement of Merger is the corporate seal of said Corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

STATE OF OHIO)
SS:
COUNTY OF MAHONING)

THOMAS D. TRIMBLE, Attorney of Low
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

Be it remembered on this 24th day of September, 1973, personally came before me, a notary public in and for the county and state aforesaid. Loren Beck, Vice President of Testa Bros., Inc., an Ohio corporation, and one of the

corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Loren Beck, as such Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be duly authorized by the Board of Directors to be the act, deed and acknowledgment of Testa Bros., Inc., that the signatures of the said Vice President and Assistant Secretary of said Corporation to the foregoing Agreement of Merger are in the handwriting of the Vice President and Assistant Secretary of the said Testa Bros., Inc. and that the seal affixed to said Agreement of Merger is the corporate seal of said Corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

STATE OF OHIO)

SS:

COUNTY OF MAHONING)

Be it remembered on this 24th day of September, 1973, personally came before me, a notary public in and for the county and state aforesaid, Loren Beck, Vice President of Yeagers' Development Company, an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Loren Beck, as Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be duly authorized by the Board of Directors to be the act, deed and acknowledgment of Yeagers' Development Company, that the signatures of the said Vice President and Assistant Secretary of said Corporation to the foregoing Agreement of Merger are in the handwriting of the Vice President and Assistant Secretary of the said Yeagers' Development Company and that the seal affixed to said Agreement of Merger is the corporate seal of said Corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

STATE OF OHIO)

SS:

COUNTY OF MAHONING)

Be it remembered on this 24th day of September, 1973, personally came

before me, a notary public in and for the county and state aforesaid, Loren Beck, Vice President of Fair field Industrial Development Organization, Incorporation, an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Loren Beck, as such Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be duly authorized by the Board of Directors to be the act, deed and acknowledgment of Fairfield Industrial Development Organization, Incorporation, that the signatures of the said Vice President and Assistant Secretary of said Corporation to the foregoing Agreement of Merger are in the handwriting of the Vice President and Assistant Secretary of the said Fairfield Industrial Development Organization. Incorporation, and that the seal affixed to said Agreement of Merger is the corporate seal of said Corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

SEAL

/s/ Thomas D. Trimble
Notary Public
THOMAS D. TRIMBLE, Attorney of Law
Notary Public State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

I, Frank Kunzman, Assistant Secretary of Browning Ferris Industries of Ohio, Inc., a Delaware corporation, do hereby certify, as such Assistant Secretary and under the seal of said Corporation, that the Agreement of Merger to which the Certificate is attached was duly adopted and approved by the shareholders of Browning-Ferris Industries, Inc. by Action by Written Consent dated September 27, 1973 and that 100 shares of stock of said Corporation were on said date issued and outstanding; that the holders of all of the shares voted in favor of approval of the Agreement of Merger, and that the Agreement of Merger by said Action by Written Consent was duly and unanimously adopted as the act of the shareholders of said Browning-Ferris Industries of Ohio, Inc., a Delaware corporation, and the duly adopted Agreement of said Corporation.

Witness my hand and seal of said Browning-Ferris Industries of Ohio, Inc., on this 28th day of September, 1973.

SEAL

/s/ [ILLEGIBLE]

I, Walter Daub, Secretary of Trumbull Sanitary Land Fill, Inc., an Ohio corporation, do hereby certify, as such Secretary and under the seal of said Corporation, that the Agreement of Merger to which the Certificate is attached was duly adopted and approved by the shareholders of Trumbull Sanitary Land Fill, Inc. by Action by Written Consent dated September 28, 1973 and that 6 shares of stock of said Corporation were on said date issued and outstanding; that the holders of all of the shares voted in favor of approval of the Agreement of

Merger, and that the Agreement of Merger by said Action by Written Consent was duly and unanimously adopted as the act of the shareholders of said Trumbull Sanitary Land Fill, Inc., an Ohio corporation, and the duly adopted Agreement of said Corporation.

Witness my hand and seal of said Trumbull Sanitary Land Fill, Inc., on this 28th day of September, 1973.

SEAL

/s/ Walter Daub
Walter Daub, Secretary

I, Walter Daub, Assistant Secretary of Testa Bros., Inc., an Ohio corporation, do hereby certify, as such Assistant Secretary and under the seal of said Corporation, that the Agreement of Merger to which the Certificate is attached was duly adopted and approved by the shareholders of Testa Bros., Inc. by Action by Written Consent dated September 28, 1973 and that 48 shares of stock of said Corporation were on said date issued and outstanding; that the holders of all of the shares voted in favor of approval of the Agreement of Merger, and that the Agreement of Merger by said Action by Written Consent was duly and unanimously adopted as the act of the shareholders of said Testa Bros., Inc., an Ohio corporation, and the duly adopted Agreement of said Corporation.

Witness my hand and seal of said Testa Bros., Inc. on this 28th day of September, 1973.

SEAL

/s/ Walter Daub
Walter Daub, Assistant Secretary

I, Walter Daub, Assistant Secretary of Yeagers' Development Company, an Ohio corporation, do hereby certify, as such Assistant Secretary and under the seal of said Corporation, that the Agreement of Merger to which the Certificate is attached was duly adopted and approved by the shareholders of Yeagers' Development Company, by Action by Written Consent dated September 28, 1973 and that 3 shares of stock of said Corporation were on said date issued and outstanding; that the holders of all of the shares voted in favor of approval of the Agreement of Merger, and that the Agreement of Merger by said Action by Written Consent was duly and unanimously adopted as the act of the shareholders of said Yeagers' Development Company, an Ohio corporation, and the duly adopted Agreement of said Corporation.

Witness my hand and seal of said Yeagers' Development Company on this 28th day of September 1973.

SEAL

/s/ Walter Daub
Walter Daub, Assistant Secretary

I, Walter Daub, Assistant Secretary of Fairfield Industrial Development Organization, Incorporation, an Ohio corporation, do hereby certify, as such Assistant Secretary and under the seal of said Corporation, that the Agreement of Merger to which the Certificate is attached was duly adopted and approved by the shareholders of Fairfield Industrial Development Organization, Incorporation, by Action by Written Consent dated September 28, 1973 and that 100 shares of stock of said Corporation were on said date issued and outstanding; that the holders of all of the shares voted in favor of approval of the Agreement of Merger, and that the Agreement of Merger by said Action by Written Consent was duly and unanimously adopted as the act of the shareholders of said Fairfield Industrial Development Organization, Incorporation, an Ohio corporation, and the duly adopted Agreement of said Corporation.

Witness my hand and seal of said Fair field Industrial Development Organization Incorporation this 28th day of September, 1973.

SEAL

/s/ Walter Daub
Walter Daub, Assistant Secretary

The above Agreement of Merger, having been duly executed by the President or Vice President and the Secretary or Assistant Secretary of each corporation party thereto, and having been adopted separately by the shareholders of each said corporation party thereto, in accordance with the provisions of the General Corporation Laws of the State of Delaware and of the State of Ohio and the fact having been certified on the Agreement of Merger by the Secretary or Assistant Secretary of each corporation party thereto, the President or Vice President, and the Secretary or Assistant Secretary of each said corporation party thereto do hereby reexecute said Agreement of Merger by authority of the directors and shareholders of each such corporation party thereto, and affix the corporate seal of each Such corporation as the respective act. deed and agreement of each such corporation this 28th day of September, 1973.

BROWNING-FERRIS INDUSTRIES OF OHIO, INC.

SEAL

By /s/ Loren Beck

By /s/ [ILLEGIBLE]

TRUMBULL SANTARY LAND HILL, INC.

SEAL

By /s/ Loren Beck

By /s/ Walter Daub

TESTA BROS. INC.

SEAL

By /s/ Loren Beck

By /s/ Walter Daub

YEAGERS' DEVELOPMENT COMPANY

SEAL

By /s/ Loren Beck

By /s/ Walter Daub

FAIRFIELD INDUSTRIAL DEVELOPMENT
ORGANIZATION, INCORPORATION

SEAL

By /s/ Loren Beck

By /s/ Walter Daub

STATE OF OHIO

ss:

COUNTY OF MAHONING

Personally appeared before me, a notary public in and for said county and state this 28th day of September, 1973, the above named Loren Beck, Executive Vice President of Browning-Ferris/Industries of Ohio, Inc., a Delaware corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Executive Vice President, as such Executive Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act and deed of said Browning-Ferris Industries of Ohio, Inc., and to be his free act and deed and that the signature of Loren Beck and Frank Kunzman, are the signatures of the Executive Vice President and Assistant Secretary respectively of Browning-Ferris Industries of Ohio, Inc. and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble

Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

STATE OF OHIO)

ss:

COUNTY OF MAHONING)

Personally appeared before me, a notary public in and for said county and state this 28th day of September, 1973, the above named Loren Beck, President of Trumbull Sanitary Land Fill, Inc., an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said President, as such President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act and deed of said Trumbull Sanitary Land Fill, Inc., and to be his free act and deed and that the signatures of Loren Beck and Walter Daub, are the signatures of the President and Secretary, respectively, of Trumbull Sanitary Land Fill, Inc. and that the seal affixed to said Agreement of Merger is the common corporate seal of said Corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble

Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

STATE OF OHIO)

SS:

COUNTY OF MAHONING)

Personally appeared before me, a notary public in and for said county and state this 28th day of September, 1973, the above named Loren Beck, Vice President of Teata Bros., Inc., an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Vice President, as such Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act and deed of said Teata Bros., Inc., and to be his free act and deed and that the signatures of Loren Beck and Walter Daub, are the signatures of the Vice President and Assistant Secretary, respectively, of Teata Bros., Inc. and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

STATE OF OHIO)

SS:

COUNTY OF MAHONING)

Personally appeared before me, a notary public in and for said county and state this 28th day of September, 1973, the above named Loren Beck, Vice President of Yeagers' Development Company, an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Vice President, as such Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act and deed of said Yeagers' Development Company, and to be his free act and deed and that the signatures of Loren Beck and Walter Daub, are the signatures of the Vice President and Assistant Secretary, respectively, of Yeagers' Development Company and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

SEAL

SEAL

STATE OF OHIO)
SS:
COUNTY OF MAHONING)

Personally appeared before me, a notary public in and for said county and state this 28th day of September, 1973, the above named Loren Beck, Vice President of Fairfield Industrial Development Organisation, Incorporation, an Ohio corporation, and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he, the said Vice President, as such Vice President, duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act and deed of said Fairfield Industrial Development Organization, Incorporation, and to be his free act and deed and that the signatures of Loren Beck and Walter Daub, are the signatures of the Vice President and Assistant Secretary, respectively, of Fairfield Industrial Development Organisation, Incorporation and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation, and that the facts stated in said Agreement of Merger are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Thomas D. Trimble
Notary Public

THOMAS D. TRIMBLE, Attorney of Law
Notary Public — State of Ohio
My Commission has no Expiration Date
Sec. 147.03 R.C.

SEAL

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF OHIO, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**RESTATED CHARTER
OF
BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.
UNDER SECTION 48-304 OF THE GENERAL CORPORATION ACT**

Pursuant to the provisions of Section 48-304 of the Tennessee General Corporation Act, the undersigned corporation for profit adopts the following restated charter:

Part I:

1. The name of the corporation is Browning-Ferris Industries of Tennessee, Inc.
2. The duration of the corporation is perpetual.
3. The address of the principal office of the corporation shall be c/o CT Corporation System, 530 Gay Street, Knoxville, Tennessee 37902, County of Knoxville, State of Tennessee.
4. The corporation is for profit.
5. The purpose or purposes for which the corporation is organized are:

To collect, transport, dispose of, and otherwise deal with solid and other waste materials of all kinds and descriptions;

To purchase, manufacture, assemble, fabricate, produce, import, receive, lease as lessee or otherwise acquire, own, hold, store, use, repair, service, maintain, mortgage, pledge or otherwise encumber, sign, assign, lease as lessor, distribute, export or otherwise dispose of and generally deal with and in as principal, agent, broker, investor or otherwise, equipment, goods, wares, merchandise, securities and personal property, tangible or intangible, of all kinds and descriptions:

FILED
SECRETARY OF STATE
1984 JUL 19 AM 10:16

To establish, maintain and conduct any sales, service, agency, brokerage, franchise, investment or merchandising business in all its aspects for the purpose of selling, purchasing, licensing, renting, leasing, operating, franchising and otherwise dealing with personal services, instruments, machines, appliances, inventions, securities, trade marks, trade names, patents, privileges, processes, improvements, copyrights, contract rights and personal property, tangible and intangible, of all kinds and descriptions;

To serve as manager, consultants, representative, agent, broker or advisor for other persons, associations, corporations, partnerships and firms;

To enter into partnerships or into any arrangement for sharing of profits, union of interests, cooperation, joint venture, reciprocal concession or otherwise, with any person, firm or corporation carrying on or engaged in or about to carry on or engage in any business or transaction which the corporation is authorized to carry on or engage in;

To carry out the purposes above set forth in any state, territory, district or possession of the United States, or in any foreign country to the extent that such purposes are not forbidden by the law of such state, territory, district or possession of the United States or by such foreign country; and

In general, to carry on any other business and do any other acts in connection with the foregoing and to have and exercise all powers conferred by the laws of the State of Tennessee upon corporations formed under the Tennessee General Corporation Act, and to do any or all of the things hereinabove set forth to the same extent as natural persons might or could do.

6. The maximum number of shares which the corporation shall have authority to issue is one thousand (1,000) shares with One Dollar (\$1.00) par value.
 7. The corporation will not commence business until consideration of One Thousand and No/100 Dollars (\$1,000.00) has been received for the issuance of shares (not less than \$1,000).
-

FILED
SECRETARY OF STATE

1984 JUL 19 AM 10:16

Other provisions (insert here any other provision included in the original charter or an amendment, such as: regulation of internal affairs of the corporation, provisions creating, dividing, limiting and regulating the powers of directors, officers or shareholders, or any class of any shareholders, etc. See Sec. 48-202(g):

No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

Part II:

1. The restated charter restates the text of the charter, as previously amended, further amends or changes the charter as specified below, and was duly adopted by joint unanimous written consent of the Board of Directors of the Sole Shareholder on July 5, 1984:
3. The address of the principal office of the corporation shall be c/o CT Corporation System, 530 Gay Street, Knoxville, Tennessee 37902.
2. The date the original charter was filed by the Secretary of State was November 19, 1970.

Dated: July 11, 1984.

BROWNING-FERRIS INDUSTRIES OF
TENNESSEE, INC.

By: /s/ Stephen L. Thomas

Stephen L. Thomas
Vice President

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article in shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

The Commonwealth Massachusetts
DEPARTMENT OF CORPORATIONS AND TAXATION

WE, THOMAS J. DOOLEY
ALBERT P. DOOLEY
JOHN J. DOOLEY

being a majority of the directors of the DOOLEY BROS. INC.

elected at its, first meeting in compliance with the requirements of section 10 of chapter 156 of the General Laws, do hereby certify that the following is a true copy of the agreement of association to form said corporation, with the names of the subscribers thereto:-

We, whose names are hereto subscribed, do, by this agreement, associate ourselves with the intention of forming a corporation under the provisions of chapter 156 of the General Laws as amended.

The name by which the corporation shall be known is

DOOLEY BROS. INC.

The location of the principal office of the corporation in Massachusetts is the state of Massachusetts and outside Massachusetts the of State of

IMPORTANT: State complete business address of corporation if known, otherwise, address to which mail should be sent.

73 Howard Street, Roxbury, Massachusetts.

The purposes for which the corporation is formed and the nature of the business to be transacted by it are as follows:-

General trucking and transporting of goods and merchandise including gravel, cinders, rubbish, furniture, coke, coal, crushed stone, building materials and supplies and household goods; Buying and selling gravel, cinder's and all building supplies construction of cellars for buildings, hiring out trucks for transportation and trucking purposes; general contracting.

The total authorized capital stock with par value is \$ 25,000 dollars, Preferred
dollars, Common

The number of shares without par value is ì Preferred
í
î Common

The par value of its shares is ì Preferred dollars
í
î Common \$ 100.00 dollars

The number of its shares with par value is ì Preferred
í
î Common 250

(NOTE—State the restrictions, if any, imposed upon the transfer of shares; and, if there are to be two or more classes of stock, a description of the different classes and a statement of the terms on which they are to be created and the method of voting thereon.)

No stock shall be offered for sale by its holder without first offering said stock for sale to the directors of the corporation.

A stockholder wishing to sell or transfer any of his stock, shall first, in writing, offer to sell the same to the Company, through the board of directors, disclosing the consideration for the proposed sale or transfer, and the name and address to the person to whom it is to be made. The board of directors shall have 20 days from the date of such offer to purchase the stock in behalf of the Company for a consideration to be determined by three arbitrators, of which one shall be appointed by each party and the third by the two so appointed; or the board may, after such determination, elect to buy the said stock at the price of the proposed sale or transfer. This provision may be waived by the board of directors in any particular instance.

(NOTE—State any other provisions not inconsistent with law for the conduct and regulation of the business of the corporation, for its voluntary dissolution, or for limiting, defining or regulating the powers of the corporation, or of its directors or stockholders, or any class of stockholders.)

First Names Should be Written in Full
Initials and abbreviations are not sufficient

(If seven days' notice is given, use the following form.)

The first meeting shall be called by board of directors
of DOOLEY BROS. INC.

(If notice is waived, use the following form.)

We hereby waive all requirements of the general laws of Massachusetts for notice of the first meeting for organization, and appoint the 5th day of December, 1928, at 4 P.M. o'clock M., at Rm. 331 Kimball Building, Boston, as the time and place for holding said first meeting.

The names and residences of the incorporators and the amount of stock subscribed for by each are as follows:-

<u>NAME</u>	<u>CITY OR TOWN OF RESIDENCE</u>	<u>PREFERRED</u>	<u>Amount subscribed for COMMON</u>
THOMAS J. DOOLEY	31 Laurel Street, Roxbury, Boston		20
ALBERT P. DOOLEY	31 Laurel Street, Roxbury Boston		20
JOHN J. DOOLEY	31 Laurel Street, Roxbury, Boston		20

IN WITNESS WHEREOF, we have hereto set our hands, this 5th day of December in the year nineteen hundred and twenty- eight.

Albert P. Dooley
John J. Dooley
Thomas J. Dooley

That the first meeting of the subscribers to said agreement was held, on the 5th day of December in the year nineteen hundred and twenty-

That the amount of capital stock now to be issued is

shares of preferred stock,
60 shares of common stock,

to be paid for as follows:-

	<u>SHARES PREFERRED</u>	<u>SHARES COMMON</u>
IN CASH:		
In full		
By instalments		
Amount of instalments to be paid before commencing business		
IN PROPERTY:		
Real estate:		
Location		
Area		
Personal Property:		
Machinery and equipment		30
Merchandise		
Bills receivable		
Stocks and securities		
Patent rights		
Trade marks		
Copyrights		
Good will		30
* Services		
* Expenses		

* State clearly the nature of such services or expenses and the amount of stock to be issued therefor

The name, residence and post-office address of each of the officers are as follows:-

NAME OF OFFICE	NAME	RESIDENCE (City or Town)	POST-OFFICE ADDRESS
President,	THOMAS J. DOOLEY	31 Laurel Street,	Roxbury, Boston
Treasurer,	ALBERT P. DOOLEY	31 Laurel Street,	Roxbury, Boston
Clerk,	JOHN J. DOOLEY	31 Laurel Street,	Roxbury, Boston
Directors,	THOMAS J. DOOLEY, ALBERT P. DOOLEY and JOHN J. DOOLEY		

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names, this 5th day of December in the year 1928.

Albert P. Dooley
John J. Dooley
Thomas J. Dooley

The Commonwealth Massachusetts
JOHN F. X. DAVOREN
Secretary of the Commonwealth
STATE HOUSE, BOSTON, MASS.

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Richard J. Dooley,
Richard J. Dooley,

President and
Clerk of

DOOLEY BROS., INC.
(Name of Corporation)

located at 164 Market Street, Boston, Massachusetts do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted by consent dated May 10, 1972, by vote of

<u>60</u>	shares of	<u>COMMON</u>	out of	<u>60</u>	shares outstanding,
		(Class of Stock)			
	shares of		out of		shares outstanding, and
		(Class of Stock)			
	shares of		out of		shares outstanding,
		(Class of Stock)			

being at least a majority of each class outstanding and entitled to vote thereon:-¹

cross our
INAPPLICABLE
CLAUSE

that the name of the corporation be changed to "BFI Waste Systems of Massachusetts, Inc."

- ¹ for amendments adopted pursuant to Chapter 156B, Section 70.
- ² for amendments adopted pursuant to Chapter 156B, Section 71

NOTE- Amendments for which the space provided above- is not sufficient should be set out on continuation sheets to be number 2A, 2B, etc. Continuation sheets shall be on 8 1/2" wide x 11" high paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of the General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 10th day of May, in the year 1972.

_____/s/ Richard J. Dooley_____/ President

_____/s/ Richard J. Dooley_____/ Clerk

The Commonwealth Massachusetts
JOHN F. X. DAVOREN
Secretary of the Commonwealth
STATE HOUSE, BOSTON, MASS.

RESTATED ARTICLES OF ORGANIZATION

General Laws, Chapter 156B, Section 74

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the restated articles of organization. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable in the Commonwealth of Massachusetts

We, Thomas J. Dooley, Jr.
Michael J. Verrochi, Jr.

Vice President, and
Assistant Clerk of

BFI Waste Systems of Massachusetts, Inc.
(Name of Corporation)

located at 164 Market Street, Brighton (Boston), Massachusetts do hereby certify that the following restatement of the articles of organization of the corporation was duly adopted by a consent vote dated August 10, 1972, by vote of

<u>60</u>	<u>shares of</u>	<u>Common</u> (Class of Stock)	<u>out of</u>	<u>60</u>	<u>shares outstanding,</u>
	<u>shares of</u>	<u>(Class of Stock)</u>	<u>out of</u>	<u>—</u>	<u>shares outstanding, and</u>
	<u>shares of</u>	<u>(Class of Stock)</u>	<u>out of</u>	<u>—</u>	<u>shares outstanding.</u>

being at least two-thirds of each class of stock outstanding and entitled to vote and of each class or series of stock adversely affected thereby:-

1. The name by which the corporation shall be known is:- Browning-Ferris Industries, Inc.
2. The purposes for which the corporation is formed are as follows:-

To collect, process, haul and dispose of refuse and waste of all types, to operate sanitary landfills and other sites, and to perform other procedures, for the disposal of refuse and waste, and to furnish consulting services as to methods of such collection, processing and disposal of refuse and waste and the operation of such sites and performance of such procedures; to build, erect, construct and remodel all types of buildings, bridges, roads and other types of general contracting works; and to carry on any other business permitted by the laws of the Commonwealth of Massachusetts to a corporation organized under Chapter 156B.

NOTE Provisions for which the space provided under articles 2, 4, 5 and 6 is not sufficient should be set out on continuation sheets to be numbered 2A, 2B, etc. indicate under each article where the provision is set out. Continuation sheets shall be on 8 1/2" wide x 11" high paper and must have a left hand margin 1 inch wide for binding. Only one side should be used.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

<u>CLASS OF STOCK</u>	<u>WITHOUT PAR VALUE NUMBER OF SHARES</u>	<u>WITH PAR VALUE</u>	
		<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Preferred	NONE		
Common	NONE	250	\$100

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established.

NONE

*5. The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are as follows:

NONE

*6. Other lawful provision, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

Meetings of Stockholders and/or Directors may be held any-where throughout the United States.

* If there are no such provisions, state "None".

*We further certify that the foregoing related articles of organization affect no amendments to the articles of organizations of the corporation as heretofore amended, [ILLEGIBLE] amendment to the following articles.

(* if there are no such amendments state "None")

1. The name of the corporation has been changed.
2. The purpose clause has been changed.
3. Prior restrictions upon the transfer of shares of common stock have been deleted.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 11th day of August in the year 1972.

/s/ Thomas K. Dooley

Vice President

/s/ Michael J. Verrochi

Assistant Clerk

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS INDUSTRIES, INC.
(Massachusetts)
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding

shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required

by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at

all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first

meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition

of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize

the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by

reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or

agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

RESTATED CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS INDUSTRIES, INC.

The undersigned certify:

1. The name of the corporation (hereinafter the "Corporation") is Browning-Ferris Industries, Inc. The Corporation was originally incorporated under the name BFI, Inc. The original Certificate of Incorporation was filed with the Secretary of State of Delaware on October 26, 1970. Restated Certificates of Incorporation were filed with the Secretary of State of Delaware on February 15, 1972, April 25, 1979, October 19, 1982, September 6, 1984, March 7, 1985, April 2, 1987 and March 25, 1988.
 2. This Restated Certificate of Incorporation restates and integrates only (including the provisions as provided under the Certificate of Designation, Preferences and Rights of Series A Participating Preferred Stock of the Corporation as filed with the Secretary of State of Delaware on June 1, 1988) and does not further amend the provisions of the Corporation's Restated Certificate of Incorporation as heretofore amended or supplemented or previously restated. There is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.
 3. The Board of Directors of the Corporation has duly adopted this Restated Certificate of Incorporation in accordance with 8 Del. C. Section 245.
 4. The Restated certificate of Incorporation reads as follows:
-

**RESTATED CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS INDUSTRIES, INC.**

First: The name of the Corporation is Browning-Ferris Industries, Inc.

Second: The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Third: The nature of the business, objects and purposes to be transacted, promoted or carried on by the Corporation are:

To collect, process, haul and dispose of refuse and waste of all types, to operate sanitary landfills and other sites, and to perform other procedures, for the disposal of refuse and waste, and to furnish consulting services as to methods of such collection, processing and disposal of refuse and waste and the operation of such sites and performance of such procedures;

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and with, as principal, agent or otherwise, machinery, equipment and other goods, wares and merchandise and personal property of every class and description;

To acquire, and pay for in cash, stocks or bonds of the Corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, partnership, trust, joint stock company, syndicate, firm, association or corporation;

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating, to or useful in connection with any business of the Corporation;

To acquire by purchase, subscription or otherwise, and to receive, hold, own, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory,

province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;

To borrow or raise monies for any of the purposes of the Corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes;

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated; and

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from, the terms of any other clause in this Restated Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

Fourth: The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 425,000,000 shares, of which 400,000,000 shares, \$.16-2/3 par value, shall be a class designated "Common Stock" (hereinafter called "Common Stock") and 25,000,000 shares, without par value, shall be a class designated "Preferred Stock" (hereinafter called "Preferred Stock").

I. Preferred Stock

1. The Board of Directors of the Corporation is hereby expressly granted authority, subject to the provisions of this Restated Certificate of Incorporation, to authorize in accordance with law from time to time the issue of one or more series of Preferred Stock and with

respect to any such series to fix the numbers, designations, rights, preferences and limitations of such series, including, but without limiting the generality of the foregoing, the following:

- (a) entitling the holders thereof to cumulative, non-cumulative or partially cumulative dividends, or to no dividends;
- (b) entitling the holders thereof to receive dividends payable on a parity with, junior to, or in preference to, the dividends payable on any other class or series of capital stock of the Corporation;
- (c) entitling the holders thereof to rights upon the liquidation of, or upon any distribution of the assets of, the Corporation, on a parity with, junior to or in preference to, the rights of any other class or series of capital stock of the Corporation;
- (d) providing for the conversion, at the option of the holder or of the Corporation or both, of the shares of Preferred Stock into shares of any other class or classes of capital stock of the Corporation or of any series of the same or any other class or classes or into property of the Corporation or into the securities or properties of any other Corporation or person, or providing for no conversion;
- (e) providing for the redemption, in whole or in part, of the shares of Preferred Stock at the option of the Corporation, in cash, bonds or other property, at such price or prices, within such period or periods, and under such conditions as the Board of Directors shall so provide, including provision for the creation of a sinking fund for the redemption thereof, or providing for no redemption; and
- (f) lacking voting rights or having limited voting rights or enjoying general, special or multiple voting rights.

The Board of Directors may change the designation, rights, preferences, limitations, description and terms of, and number of shares in, any series of Preferred Stock as to which no shares have theretofore been issued.

All shares of any one series of Preferred Stock shall be identical in all respects with all the other shares of such series, except that shares of any one series of

Preferred Stock issued at different times may differ as to the dates from which dividends thereon shall be cumulative.

2. Shares of any series of Preferred Stock which have been redeemed (whether through the operation of a sinking fund or otherwise) or purchased by the Corporation, or which, if convertible, have been converted into shares of the Corporation of any other class or classes or into property of the Corporation or into the securities or properties of any other corporation or person, shall be deemed retired and shall have the status of authorized and unissued shares of preferred Stock which are not classified into any series.
3. No holder of Preferred Stock shall have any pre-emptive right as such holder to subscribe for, purchase or receive any part of any new or additional issue of capital stock of any class or series, including unissued and treasury stock, or obligations or other securities convertible into or exchangeable for capital stock of any class or series, or warrants or other instruments evidencing rights or options to subscribe for, purchase or receive any capital stock of any class or series, whether now or, hereafter authorized and whether issued for cash or other consideration or by way of dividend.

A. Series A Participating Preferred Stock

Section 1. Designation and Amount. The Board of Directors of the Corporation, in accordance with the provisions of the Restated Certificate of Incorporation, created a series of Preferred Stock of the Corporation to be designated as "Series A Participating Preferred Stock" (the "Series A Preferred Stock") and the number of shares constituting such series shall be 4,000,000.

Section 2. Dividends and Distributions. The holders of shares of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of January, April, July and October in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$3.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or

other distributions other than a dividend or distribution payable in shares of Common Stock or a subdivision of the outstanding shares of common Stock (by reclassification or otherwise), declared on the Common Stock, par value \$.16-2/3 per share, of the Corporation (the "Common Stock") since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of series A Preferred Stock. If on any Quarterly Dividend Payment Date the Corporation's Restated Certificate of Incorporation shall limit the amount of dividends which may be paid on the Series A Preferred Stock to an amount less than that provided above, such dividends will be paid in the maximum permissible amount and the shortfall from the amount provided above shall accrue and be a cumulative dividend requirement and be carried forward to subsequent Quarterly Dividend Payment Dates.

In the event the Corporation shall at any time declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the second preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

When, as and if the Corporation shall declare a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock), the corporation shall at the same time declare a dividend or distribution on the Series A Preferred Stock as provided in this Section 2 and no such dividend or distribution on the common Stock shall be paid or set aside for payment on the common Stock unless such dividend or distribution on the Series A Preferred Stock shall be simultaneously paid or set aside for payment; provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$3.00 per share on the Series A Preferred Stock shall nevertheless be payable, when, as and if declared by the Board of Directors, on such subsequent Quarterly Dividend Payment Date.

Dividends shall begin to accrue and be cumulative on outstanding shares of Series A preferred Stock from the date of issue of such shares of Series A Preferred Stock, unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in which event such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 60 days prior to the relevant Quarterly Dividend Payment Date.

Section 3. Voting Rights. The holders of shares of Series A Preferred Stock shall have the following voting rights:

- (a) Subject to the provision for adjustment hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time (i) declare or pay any dividend or make any distribution on Common Stock payable in shares of Common Stock, (ii) effect a subdivision or combination or consolidation of the outstanding shares of Common stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common stock or (iii) increase by 20% or more, other than through the methods referred to in subclauses (i) and (ii) above, the shares of Common Stock outstanding as compared with the shares of Common Stock outstanding on the date hereof (adjusted for any stock dividend, subdivision or combination to which subclauses (i) and (ii) above apply), then in each such case the number of votes per share to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator

of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

- (b) Except as otherwise provided herein or by law, the holders of shares of Series A Preferred Stock, the holders of shares of Common Stock and the holders of any other capital stock of the Corporation at the time entitled thereto shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation and notwithstanding that the holders of Series A Preferred Stock, voting as a class, may be entitled to elect two directors as hereinafter provided, they shall be entitled to participate with the Common Stock (or any other capital stock as aforesaid), in the election of any other directors.
- (c) In case at any time six or more full quarterly dividends (whether consecutive or not) on the Series A Preferred Stock shall be in arrears, then during the period (hereinafter in this Section 3(c) called the "Voting period") commencing with such time and ending with the time when all arrears in dividends on the Series A Preferred Stock shall have been paid and the full dividend on the Series A Preferred Stock for the then current quarterly dividend period shall have been declared and paid or set aside for payment, at any meeting of the stockholders of the Corporation held for the election of directors during the Voting Period, the holders of Series A Preferred Stock present in person or represented by proxy at said meeting, shall be entitled, as a class, to the exclusion of the holders of all other classes of stock of the Corporation, to elect two directors of the Corporation, each share of series A Preferred Stock entitling the holder to one vote. Each of such two directors shall be elected to one of the three classes of directors so that the three classes shall be as equal in number as may be feasible and shall be elected to hold office for a term expiring at the earlier of (i) the expiration of the term of the class to which he is elected or (ii) the end of the Voting Period. At no time shall the Board of Directors have more than two directors elected solely by the holders of the Series A Preferred Stock.

Any director who shall have been elected by holders of Series A Preferred Stock or by any director so elected as herein contemplated, may be removed at any time during a Voting Period,

either for or without cause, by, and only by, the affirmative votes of the holders of record of a majority of the outstanding shares of Series A Preferred Stock given at a special meeting of such stockholders called for the purpose, and any vacancy thereby created may be filled during such Voting Period by the holders of Series A Preferred Stock present in person or represented by proxy at such meeting. Any director to be elected by the Board of Directors of the Corporation to replace a director elected by holders of Series A Preferred Stock or elected by a director as in this sentence provided shall be elected by the remaining director theretofore elected by the holders of Series A Preferred Stock. At the end of the Voting Period the holders of Series A Preferred Stock shall be automatically divested of all voting power vested in them under this Section 3 (c) but subject always to the subsequent vesting hereunder of voting power in the holders of Series A Preferred Stock in the event of any similar default or defaults thereafter.

- (d) Except as set forth herein, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock or holders of any other class of capital stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

- (a) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not
 - (i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock;

- (ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;
- (iii) except as permitted by subparagraph (iv) of this paragraph 4 (a), redeem or purchase or otherwise acquire for consideration shares of any stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or
- (iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes, provided that the Corporation may at any time purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock.

- (b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (a) of this Section 4, purchase or otherwise acquire shares at such time and in such manner.
- (c) The Corporation shall not issue any shares of Series A Preferred Stock except upon exercise of Rights issued pursuant to that certain Rights Agreement dated as of June 1, 1988 between the Corporation and Texas Commerce National Bank Association, a copy of which is on file with the Secretary of the Corporation at its principal executive office and shall be made available to stockholders of record without charge upon written request therefor addressed to said Secretary. Notwithstanding the foregoing sentence, nothing contained in this Certificate shall prohibit or restrict the Corporation from issuing for any purpose any series of preferred stock with rights and privileges similar to or different from those of the Series A Preferred Stock.

Section 5. Reacquired Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation without designation as to series, become authorized but unissued shares of preferred stock and may be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 6. Liquidation, Dissolution or Winding Up. Upon any voluntary liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock unless, prior thereto, the holders of shares of Series A Preferred Stock shall have received, subject to adjustment as hereinafter provided, an aggregate amount equal to (a) \$100.00 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment or (b) if greater, an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of Common Stock plus an amount equal to accrued and unpaid

dividends and distributions thereon, whether or not declared, to the date of such payment, or (2) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up, disregarding for this purpose the amounts referred to in clause (1) (b) of this Section 6. In the event the Corporation shall at any time declare or pay any dividend or make any distribution on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the provision in clause (1) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case proper provision shall be made so that the shares of Series A Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. The Corporation shall not consummate any such consolidation, merger, combination or other transaction unless prior thereto the Corporation and the other party or parties to such transaction shall have so provided in any agreement relating thereto. In the event the Corporation shall at any time declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set

forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series A Preferred Stock shall not be redeemable. Notwithstanding the foregoing sentence, the Corporation may acquire shares of Series A Preferred Stock in any other manner permitted by law and this Restated Certificate of Incorporation of the Corporation, as from time to time amended.

Section 9. Amendment. The Restated Certificate of Incorporation of the Corporation shall not be amended in any manner which would alter or change the powers, preferences or special rights of the shares of Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds or more of the outstanding shares of Series A Preferred Stock, voting together as a single class.

II. Common Stock

Subject to the prior and superior rights of the Preferred stock and on the conditions set forth in the foregoing parts of this Article Fourth or in any resolution of the Board of Directors providing for the issuance of any particular series of Preferred Stock, and not otherwise, such dividends (payable in cash, Stock or otherwise) as may be determined by the Board of Directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

Except as otherwise provided by law, by this Restated Certificate of Incorporation or by the resolution or resolutions of the Board of Directors providing for the issue of any series of the Preferred Stock, the Common Stock shall have the exclusive right to vote for the election of Directors and for all other purposes, each holder of the Common Stock being entitled to one vote for each share held.

Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, and after the holders of the preferred Stock of each series shall have been paid in full the amounts to which they respectively shall be entitled, or a sum sufficient for such payments in full shall have been set aside, the remaining net assets of the Corporation shall be distributed pro rata to the holders of

the Common Stock in accordance with their respective rights and interests, to the exclusion of the holders of the Preferred stock.

Fifth: The Corporation is to have perpetual existence.

Sixth: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) To make, alter or repeal the by-laws of the Corporation.
- (2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.
- (3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.
- (4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.
- (5) when and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other

corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Seventh: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction with the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

Eighth: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide. Advance notice of stockholder nominations for the election of directors shall be given in the manner provided in the by-laws of the Corporation.

Ninth: The Board of Directors shall be divided into three classes as equal in number as may be feasible, with the term of office of one class expiring each year. At the annual meeting of stockholders in 1985, directors of the first class shall be elected to hold office for a term expiring at the next succeeding annual meeting, directors of the second class shall be elected to hold office for a term expiring at the second succeeding annual meeting and directors of the third class shall be elected to hold office for a term expiring at the third succeeding annual meeting. At each annual meeting of stockholders after 1985, successors to the directors whose terms shall then expire shall be elected to hold office for terms expiring at the third succeeding annual meeting. In case of any vacancies, by reason of an increase in the number of directors or otherwise, each additional director may be elected by the Board of Directors to hold office until the end of the term he

is elected to fill and until his successor shall have been elected and qualified in the class to which such director is assigned and for the term or remainder of the term of such class. Directors shall continue in office until others are chosen and qualified in their stead. When the number of directors is changed, any newly created directorships or any decrease in directorships shall be so assigned among the classes by a majority of the directors then in office, though less than a quorum, as to make all classes as equal in number as may be feasible. No decrease in the number of directors shall shorten the term of any incumbent director.

Any director may be removed from office as a director, but only for cause, by the affirmative vote at a meeting called as provided in the by-laws for that purpose of 80% in interest of the holders of voting stock of the Corporation issued and outstanding including a majority in interest of the holders of issued and outstanding voting stock of the Corporation held by persons other than any person who is the beneficial owner, directly or indirectly of more than 10% of the voting stock of the corporation entitled to vote at such meeting, or any affiliate or associate of any such person (as the terms "affiliate" and "associate" are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on December 31, 1984).

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Restated Certificate of Incorporation applicable thereto, and such directors so elected shall not be divided into classes pursuant to this Article Ninth unless expressly provided by such terms.

Tenth: The number of directors to constitute the whole Board of Directors shall be such number as shall be fixed from time to time by resolution of the Board of Directors.

Eleventh:

1. Any Business Combination (as defined in Paragraph (a) of Section 4 of this Article Eleventh) shall require only such affirmative vote as is required by law and any other provision of this Restated Certificate if all of the following conditions have been satisfied:
 - (i) The consideration to be received by holders of Common Stock shall be cash or in the same form as previously has been paid by or on behalf of the Interested Stockholder in connection with its direct or indirect acquisition of beneficial ownership of any shares of Common Stock. If the consideration paid by or on behalf of the Interested Stockholder for shares of

Common Stock varied as to form, the form of consideration to be received by holders of Common Stock, shall be either cash or the form used to acquire beneficial ownership of the largest number of shares of Common Stock previously acquired by the Interested Stockholder.

- (ii) The aggregate amount of the cash and the Fair Market Value (as defined in Paragraph (i) of Section 4 of this Article Eleventh) of consideration other than cash to be received per share by holders of Common Stock in any Business Combination shall be at least equal to the greater of (a) the Fair Market Value per share of Common Stock on the date of the first public announcement of the proposal of a Business Combination (the "Announcement Date") or on the date on which the Interested Stockholder became an Interested Stockholder, whichever is higher, multiplied by the ratio of (1) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid by the Interested Stockholder for any shares of Common Stock acquired by it within the two-year period immediately prior to the Announcement Date to (2) the Fair Market Value per share of Common stock on the first day in such two-year period on which the Interested Stockholder acquired any shares of Common Stock or (b) the highest per share price (including brokerage commissions, transfer taxes and soliciting dealers' fees) paid by such Interested Stockholder in acquiring any of the Corporation's Common Stock;
- (iii) After becoming an Interested Stockholder and prior to the consummation of any Business Combination, (A) such Interested Stockholder shall not have acquired any newly issued shares of capital stock, directly or indirectly, from the Corporation (except upon conversion of convertible securities acquired by it prior to becoming an Interested Stockholder or upon compliance with the provisions of this Article Eleventh or as a result of a pro rata stock dividend or stock split) and (B) such Interested Stockholder shall not have received the benefit, directly or indirectly (except proportionately as a stockholder), of any loans, advances, guarantees, pledges or

other financial assistance or tax credits provided by the Corporation, or made any major changes in the Corporation's business or equity capital structure; and

- (iv) A proxy statement responsive to the requirements of the Securities Exchange Act of 1934, whether or not the Corporation is then subject to such requirements, shall be mailed to the stockholders of the Corporation for the purpose of soliciting stockholder approval of any Business Combination and shall contain at the front thereof in a prominent place any recommendations as to the advisability (or inadvisability) of the Business Combination which the Continuing Directors may choose to state, and if deemed advisable by a majority of the Continuing Directors, an opinion of a reputable investment banking firm as to the fairness (or lack of fairness) of the terms of such Business Combination from the point of view of the holders of Voting Shares (as defined in Paragraph (e) of Section 4 of this Article Eleventh) other than the Interested Stockholder (such investment banking firm to be selected by a majority of the Continuing Directors, to be furnished with all information it reasonably requests, and to be paid a reasonable fee for its services upon receipt by the Corporation of such opinion).
- 2. If the provisions of Section 1 of this Article Eleventh have not been satisfied, any Business Combination shall require the affirmative vote, in person or by proxy, at any meeting called as provided in the by-laws, of the holders of 80% in interest of the Voting Shares of the Corporation issued and outstanding including a majority in interest of the holders of issued and outstanding Voting Shares of the Corporation held by persons other than an "Interested Stockholder" as defined in Paragraph (c) of Section 4 of Article Eleventh hereof or any Affiliate or Associate of any Interested Stockholder. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that some lesser percentage may be specified by law or in any agreement with any national securities exchange or otherwise.
- 3. The provisions of Sections 1 and 2 of this Article Eleventh shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote, if any, as is required by law and any other provision of this Restated Certificate, if such Business Combination (i) has been approved prior to its consummation by a

majority of the Continuing Directors or (ii) constitutes a merger or consolidation of the Corporation with, or any sale or lease to the Corporation or any Subsidiary (as defined in Paragraph (g) of Section 4 of this Article Eleventh) of any assets of, or any sale or lease by the Corporation or any Subsidiary of any of its assets to, any corporation of which a majority of the outstanding shares of all classes of stock entitled to vote in elections of directors is owned of record or beneficially by the Corporation or its Subsidiaries, provided that this clause (ii) shall not apply to any transaction to which any Affiliate (as defined in Paragraph (f) of Section 4 of this Article Eleventh) of any Interested Stockholder is a party.

4. For the purposes of this Article Eleventh:

- (a) The term "Business Combination" as used in this Article Eleventh shall mean any transaction which is referred to in any one or more of clauses (i) through (vi) of this Paragraph (a):
 - (i) any merger or consolidation of the Corporation or any Subsidiary with or into (A) any Interested Stockholder or (B) any other corporation (whether or not itself an Interested Stockholder) which immediately before is, or after such merger or consolidation would be, an Affiliate of an Interested Stockholder, or
 - (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of related transactions) to or with any Interested Stockholder or any Affiliate of any Interested Stockholder of any assets of the Corporation or any Subsidiary when such assets have an aggregate fair market value of \$25,000,000 or more, or
 - (iii) the issuance or transfer to any Interested Stockholder or any Affiliate of any Interested Stockholder by the Corporation or any Subsidiary (in one transaction or a series of related transactions) of any equity securities of the Corporation or any Subsidiary where such equity securities have an aggregate fair market value of \$10,000,000 or more, or the adoption

- (iv) of any plan or proposal for the liquidation or dissolution of the Corporation, or
 - (v) any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries or any similar transaction (whether or not with or into or otherwise involving an Interested Stockholder) which has the effect, directly or indirectly, of increasing the percentage of the outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which is directly or indirectly owned by any Interested Stockholder or any Affiliate of any Interested Stockholder, or
 - (vi) any agreement, contract or other arrangement providing for any of the transactions described in this definition of "Business Combination".
- (b) A "person" shall mean any individual, firm, corporation or other entity.
- (c) "Interested Stockholder" shall mean any person (other than the Corporation or any Subsidiary) who or which, along with its Affiliates and Associates (as defined in Paragraph (f) of this Section 4) as of the record date for the determination of stockholders entitled to notice of and to vote on any Business Combination or any proposed amendment, alteration or repeal of any provision of this Restated Certificate or any by-law of the Corporation, or immediately prior to the consummation of any such Business Combination:
- (i) is the beneficial owner (as defined in Paragraph (d) of this Section 4), directly or indirectly, of more than 10% of the Voting Shares of the Corporation or a Subsidiary, or
 - (ii) is an assignee of or has otherwise succeeded to any share of capital stock of the Corporation or a Subsidiary which was at any time within two years prior thereto beneficially owned by any Interested Stockholder, and such assignment

or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

- (d) A person shall be the “beneficial owner” of any Voting Shares:
 - (i) which such person or any of its Affiliates and Associates beneficially own, directly or indirectly, or
 - (ii) which such person or any of its Affiliates or Associates has (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise or (B) the right to vote pursuant to any agreement, arrangement or understanding, or
 - (iii) which are beneficially owned, directly or indirectly, by any other person with which such first-mentioned person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of capital stock of the Corporation or a Subsidiary, as the case may be.
- (e) “Voting Shares” when used with respect to the Corporation or a Subsidiary shall mean shares of such corporation having general voting power. For the purpose of determining whether a person is an Interested Stockholder pursuant to Paragraph (c) of this Section 4, the outstanding Voting Shares shall include shares deemed owned by a beneficial owner through application of Paragraph (d) of this Section 4 but shall not include any other Voting Shares which may be issuable to any other person pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise.
- (f) “Affiliate” and “Associate” shall have the respective meanings given those terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on December 31, 1984.

- (g) "Subsidiary" shall mean any corporation of which a majority of any class of equity security (as defined in Rule 3a11-1 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on December 31, 1984) is owned, directly or indirectly, by the Corporation; provided, however, that for the purposes of the definition of Interested Stockholder set forth in Paragraph (c) of this Section 4, the term "Subsidiary" shall mean only a corporation of which a majority of each class of equity security is owned, directly or indirectly, by the Corporation.
 - (h) "Continuing Director" shall mean a person who was a member of the Board of Directors of the Corporation elected by the stockholders prior to the date as of which an Interested Stockholder acquired in excess of 10% of the Voting Shares of the Corporation or a Subsidiary, or a director who has been recommended to directly succeed a Continuing Director or to join the Board of Directors by a majority of the remaining Continuing Directors.
 - (i) "Fair Market Value" shall mean (i) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for New York Stock Exchange - Listed Stocks, or, if such stock is not quoted on the Composite Tape, on the New York Stock Exchange, or, if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations Systems or any system then in use, or, if no such quotations are available, the fair market value on the date in question of a share of such stock as determined in good faith by a majority of Continuing Directors, and (ii) in the case of property other than cash or stock, the fair market value of such property on the date in question as determined in good faith by a majority of Continuing Directors.
5. The Continuing Directors, by a majority vote, shall have the power and duty to determine for the purposes of this Article Eleventh on the basis of information

known to them (a) the number of Voting Shares beneficially owned by any person, (b) whether a person is an Affiliate or Associate of another, (c) whether a person has an agreement, arrangement or understanding with another as to the matters referred to in Paragraph (d) of Section 4 of this Article Eleventh, (d) whether the assets of the Corporation or any Subsidiary have an aggregate fair market value of \$25,000,000 or more, or (e) whether the consideration received for the issuance or transfer of securities by the Corporation or any Subsidiary has an aggregate fair market value of \$10,000,000 or more.

6. Nothing contained in this Article Eleventh shall be construed to relieve any Interested Stockholder from any fiduciary obligation imposed by law.

Twelfth: Except as otherwise provided in this Restated Certificate (and in addition to any other vote that may be required by law, this Restated Certificate or the by-laws), the affirmative vote, in person or by proxy, at any meeting called as provided in the by-laws, of the holders of 80% in interest of the voting stock of the Corporation issued and outstanding including a majority in interest of the holders of the issued and outstanding voting stock of the Corporation held by persons other than an "Interested Stockholder" as defined in Paragraph (c) of Section 4 of Article Eleventh hereof shall be required to amend, alter or repeal Articles Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth of this Restated Certificate and Sections 2.4, 2.8, 2.12, 3.2 and 3.3 and Article XII of the by-laws of the Corporation or to adopt any new provision inconsistent with such Articles or Sections provided, however, that if at the time of any such proposed amendment, alteration, repeal or adoption, (a) there shall exist one or more Interested Stockholders (as defined in Paragraph (c) of Section 4 of Article Eleventh), and a majority of the Continuing Directors (as defined in Paragraph (h) of Section 4 of Article Eleventh) approve such proposed amendment, alteration, repeal or adoption, or (b) no such Interested Stockholder exists, and a majority of the members of the Board of Directors approve such proposed amendment, alteration, repeal or adoption, then the affirmative vote, in person or by proxy, at any meeting called as provided in the by-laws, of the holders of a majority in interest of the issued and outstanding voting stock of the Corporation shall be required to approve such amendment, alteration, repeal or adoption.

Thirteenth: Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders. Special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors.

THE STATE OF TEXAS) (
) (ss.
COUNTY OF HARRIS) (
) (

BE IT REMEMBERED that on this 7th day of October, 1991, personally came before me, the undersigned, a Notary Public duly authorized to take acknowledgement of deeds by the laws of the place where the foregoing Restated Certificate of Incorporation was executed, Gerald K. Burger and Eileen B. Schuler, Vice President and Assistant Secretary, respectively of BROWNING-FERRIS INDUSTRIES, INC., a corporation of the State of Delaware, the corporation described in the foregoing Restated Certificate of Incorporation, known to me personally to be such, and they duly executed said Restated Certificate of Incorporation before me and acknowledged the said Restated Certificate of Incorporation to be their act and deed and made on behalf of said corporation, and that the facts stated therein are true.

GIVEN under my hand on October 7, 1991.

/s/ [ILLEGIBLE]
Notary Public in and for
the State of Texas

My Commission Expires: 11/13/93



CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE DELAWARE GENERAL CORPORATION LAW

1. The name of the corporation is Browning-Ferris Industries, Inc.
2. The name under which the corporation was originally incorporated is BFI, Inc.
3. The date on which the original Certificate of Incorporation was filed with the Secretary of State is October 26, 1970.
4. The name of the limited liability company into which the corporation is herein being converted is Browning-Ferris Industries, LLC.
5. The conversion has been approved in accordance with the provisions of Section 266.

Dated: December 31, 2004

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 AM 12/31/2004
FILED 09:03 AM 12/31/2004
SRV 040956463 — 0764126 FILE

CERTIFICATE OF FORMATION
OF
BROWNING-FERRIS INDUSTRIES, LLC

This Certificate of Formation of Browning-Ferris Industries, LLC (the "LLC"), dated as of December 31, 2004, is being duly executed and filed by Jo Lynn White, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act

(6 Del. C., §18-101, et. seq.).

FIRST: The name of the limited liability company formed hereby is Browning-Ferris Industries, LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Jo Lynn White

Jo Lynn White
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 AM 12/31/2004
FILED 09:03 AM 12/31/2004
SRV 040956463 — 0764126 FILE

**OPERATING AGREEMENT OF
BROWNING-FERRIS INDUSTRIES, LLC**

This Operating Agreement is executed as of December 31, 2004, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Browning-Ferris Industries, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Law, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100 00

CERTIFICATE OF INCORPORATION
OF
BROWNING-FERRIS SERVICES, INC.

* * * * *

1. The name of the corporation is Browning-Ferris Services, Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is:
 To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.
 The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.
4. The total number of shares of stock which the corporation shall have authority to issue is: One Thousand (1,000) and the par value of each of such shares is One Dollars and Zero Cents (\$1) amounting in the aggregate to One Thousand Dollars and Zero Cents (\$1,000).
5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
J. McBurnett	811 Dallas Ave., Houston, Texas 77002
P. Voss	811 Dallas Ave., Houston, Texas 77002
J. Sinski	811 Dallas Ave., Houston, Texas 77002

The name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Eileen B. Schuler	757 N. Eldridge, Houston, Texas 77079

6. The corporation is to have perpetual existence.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this Nineteenth Day of May, 1999.

/s/ J. McBurnett
J. McBurnett

/s/ P. Voss
P. Voss

/s/ J. Sinski
J. Sinski

CERTIFICATE OF OWNERSHIP AND MERGER
OF
BROWNING-FERRIS SERVICES, INC.
INTO
BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

BFI Waste Systems of North America, Inc., a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 23rd day of May 1991, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of:

Browning-Ferris Services, Inc.	State of <u>Incorporation</u> Delaware	Date of <u>Incorporation</u> September 18, 1979
--------------------------------	--	---

THIRD: That this corporation, by the following resolutions adopted by written consent of the sole director, on the 30th day of December, 1998, determined to and did merge into itself said Browning-Ferris Services, Inc.

RESOLVED, that BFI Waste Systems of North America, Inc. merge, and it hereby does merge into itself said Browning-Ferris Services, Inc., a Delaware corporation, and the Company will be the surviving corporation in the merger and assumes all of its obligations; and

RESOLVED FURTHER, that the form, terms and provisions of the Plan of Merger which conform to Delaware law, attached hereto as Exhibit "A", are hereby authorized, approved and adopted; and

RESOLVED FURTHER, that the proper officer of this corporation be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Browning-Ferris Services, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

IN WITNESS WHEREOF, said BFI Waste Systems of North America, Inc. has caused this Certificate to be signed by Eileen B. Schuler, its Vice President this 30th day of December, 1998.

BFI WASTE SYSTEMS
OF NORTH AMERICA, INC.

By: _____ /s/ Eileen B. Schuler
Eileen B. Schuler
Vice President

PLAN OF MERGER

A. The name of the merged corporation is:

Browning-Ferris Services, Inc.

State of
Incorporation
Delaware

B. The name of the surviving corporation is:

BFI Waste Systems of North America, Inc., a Delaware corporation (the "Surviving Corporation").

C. BFI Waste Systems of North America, Inc. shall be the surviving corporation and does hereby merge with and into itself, Browning-Ferris Services, Inc. (the "Merged Corporation"). The Articles of Incorporation and By-Laws of BFI Waste Systems of North America, Inc. shall be the Articles of Incorporation and By-Laws of the Surviving Corporation.

D. On the effective date of the merger, each share of the issued and outstanding stock of the Merged Corporation shall forthwith be canceled and no shares of the Surviving Corporation will be issued in exchange therefor. All of the property, rights, privileges, leases and patents of the Merged Corporation are to be transferred to and become the property of the Surviving Corporation. The officers and sole director of each of the Merged and Surviving Corporations are authorized to execute all deeds, assignments and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

E. The effective date of the merger for tax and accounting purposes shall be December 31, 1998.

**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS SERVICES, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
BROWNING-FERRIS, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber, Mary N. Humphries, whose post office address is 1800 Mercantile Bank and Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201, being at least eighteen (18) years of age, do under and by virtue of the General laws of the State of Maryland authorizing the formation of corporations, set forth and execute these articles with the intention of forming a corporation.

SECOND: That the name of the corporation (which is hereinafter called the "CORPORATION") is:

BROWNING-FERRIS, INC.

THIRD: The purposes for which the CORPORATION is formed are as follows:

(a) To engage in and carry on the business of (i) collecting, handling, and transporting waste material, refuse, rubbish and trash of all kinds (herein referred to as "refuse") including, by way of illustration and not limitation, industrial, commercial and residential refuse, (ii) the disposition of refuse by all lawful means including, by way of illustration and not limitation, landfills, incineration and compaction, and (iii) the salvage, recycling and recovery of refuse, materials and resources.

(b) To manufacture, purchase, or otherwise acquire, hold, mortgage, pledge, sell, transfer, or in any manner deal with, encumber or dispose of goods, wares, merchandise, implements and other property or equipment of every kind.

(c) To carry on any and all business and to exercise any and all powers permitted by the general corporation laws of

the State of Maryland which may be deemed advisable by the Board of Directors of the Corporation, whether or not the same as, or related to, the business described in the preceding paragraph (a), and all things necessary and incidental thereto, to the full extent empowered by such laws.

FOURTH: The post office address of the principal office in this State is 10210 Greenbelt Road, Seabrook, Maryland 20801. The resident agent of the CORPORATION in this State is The Corporation Trust Incorporated, whose post office address is First Maryland Building, Floor 10-A, 25 South Charles Street, Baltimore, Maryland 21201. Said resident agent is a corporation of the State of Maryland.

FIFTH: The total number of shares of stock of all classes which the CORPORATION has authority to issue is two hundred thousand (200,000) shares of the par value of One Dollar (\$1.00) each, all of which shares are of one class and are designated Common Stock, and have an aggregate par value of Two Hundred Thousand Dollars (\$200,000.00).

SIXTH: The CORPORATION shall have three Directors, which number may be increased or decreased, but to not less than three, pursuant to the By-laws of the CORPORATION, and Alfred Tyler II, Stephen L. Thomas and Norman A. Myers, shall act as such until the first annual meeting or until their successors are duly chosen and qualified.

SEVENTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the CORPORATION and of the directors and stockholders:

(a) The Board of Directors of the CORPORATION is hereby empowered to authorize the issuance from time to time of shares of its stock, with or without par value, of any class, including fractional shares, whether now or hereafter authorized, or securities convertible into shares of its stock of any class whether now or hereafter authorized.

(b) No contract or other transaction between this CORPORATION and any other corporation and no act of this CORPORATION shall in any way be affected or invalidated by the fact that any of the directors of this CORPORATION are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation; any directors individually, or any firm of which any director may be a member, may be a party to or may be pecuniarily or otherwise interested in any contract or transaction of this CORPORATION, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the entire Board of Directors; and any director of this CORPORATION who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this CORPORATION which shall authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested.

(c) The Board of Directors shall have power, from time to time, to fix and determine and to vary the amount of working capital of the CORPORATION; and to determine whether any, and if any, what part, of the surplus of the CORPORATION or of the net profits arising from its business shall be declared in dividends and paid to the stockholders, subject, however, to the other provisions set forth in this charter; and to direct and determine the use and disposition of any such surplus or net profits. The Board of Directors may in its discretion use and apply any such surplus or net profits in purchasing or acquiring any of the shares of the stock of the CORPORATION, or any of its bonds or other evidences of indebtedness, to such extent and in such manner and upon such lawful terms as the Board of Directors shall deem expedient.

(d) The CORPORATION reserves the right to make, from time to time, any amendments of its charter which may now or hereafter be authorized by law, including any amendments changing the contract rights, as expressly set forth in the charter, of any of its outstanding stock.

(e) Except as otherwise provided in this charter or the Bylaws of the CORPORATION, the Board of Directors shall have the power to declare and authorize the payment of stock dividends, whether or not payable in stock of one class to holders of stock of another class or classes, and shall have the authority to exercise, without a vote of stockholders, all powers of the CORPORATION, whether conferred by law or by this charter, to purchase, lease or otherwise acquire the business assets or franchises, in whole or in part, of other corporations or unincorporated business entities.

(f) The Board of Directors shall have the power to classify or reclassify any unissued shares of stock whether not or hereafter authorized, by fixing or altering in any one or more respects, from time to time before issuance of such shares, the dividends on and the preferences, rights, voting powers, restrictions and qualifications, times and prices of redemption and conversion rights of such shares.

(g) Notwithstanding any provision of law requiring any action to be taken or authorized by the affirmative vote of the holders of a designated proportion of the shares of stock of the CORPORATION or of shares of each class of stock of the CORPORATION, or otherwise to be taken or authorized by vote of the stockholders, such action shall be effective and valid if taken or authorized by the affirmative vote of a majority of the total number of votes entitled to be cast thereon.

(h) No holder of stock of shares of any class shall be entitled as a matter of right to subscribe for or purchase

or receive any part of any new or additional issue of stock of any class or securities convertible into stock of any class, whether now or hereafter authorized or whether issued for money, for a consideration other than money or by way of dividend.

EIGHTH: The duration of the CORPORATION shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation as incorporator, and acknowledge them to be my act on August 4th, 1978.

WITNESS:

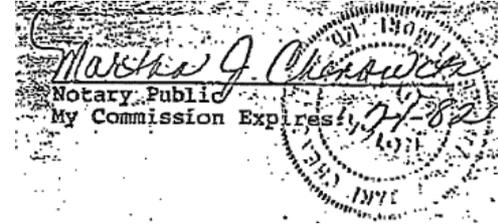
/s/ Catherine Davis

/s/ Mary N. Humphries
Mary N. Humphries

STATE OF MARYLAND, City OF Baltimore, to wit:

I HEREBY CERTIFY that on this [illegible] day of August, 1978, before [illegible], the subscriber, a Notary Public of the State of Maryland, [illegible] and for Baltimore City, personally appeared Mary N. Humphries, and acknowledged the foregoing Articles of Incorporation to be her act.

WITNESS my hand and Notarial Seal.



**AMENDED AND RESTATED BYLAWS
OF
BROWNING-FERRIS, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
BRUNSWICK COUNTY LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Brunswick County Landfill, LLC".

2. Registered Office: Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

CERTIFICATE OF AMENDMENT

OF

BRUNSWICK COUNTY LANDFILL, LLC

1. The name of the limited liability company is Brunswick County Landfill, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is hereby changed to "Brunswick Waste Management Facility, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Brunswick County Landfill, LLC this 15th day of May, 1998.

**ALLIED WASTE NORTH AMERICA,
INC., a Delaware corporation, Sole Member**

By: /s/ Steven M. Helm

Steven M. Helm
Vice President, Legal

**OPERATING AGREEMENT OF
BRUNSWICK COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Brunswick County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Henry L. Hirvela
Its: Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$ 100.00

**ARTICLES OF INCORPORATION
OF
BUNTING TRASH SERVICE, INC.**

WE, THE UNDERSIGNED natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Colorado Corporation Code, adopt the following Articles of Incorporation for such corporation:

ARTICLE I — NAME

The name of this corporation is Bunting Trash Service, Inc.

ARTICLE II — DURATION

The duration of this corporation is perpetual.

ARTICLE III — PURPOSES

The purpose or purposes for which this corporation is organized and the objects and business to be transacted, promoted and carried on are:

a. To engage in the buying, selling, and dealing of industrial, residential and commercial scrap, salvage, refuse, rubbish, trash, junk, offal, garbage, and debris; to engage in the collection of industrial, residential and commercial scrap, salvage, refuse, rubbish, trash, junk, offal, garbage, and debris; to engage in the operation and maintenance of depositories at industrial, residential and commercial locations for the accumulation of scrap, salvage, refuse, rubbish, trash, junk, offal, garbage, and debris; to engage in the maintenance of a collection and pickup service therefor; to engage in the business of transporting of all the above-mentioned materials by any means of conveyance as a common carrier,

private carrier, contract carrier, or otherwise; and to engage in the maintenance of disposal facilities generally.

b. To acquire by purchase, exchange, gift, bequest, subscription or otherwise, and to hold, own, mortgage, pledge, hypothecate, sell, assign, transfer, exchange or otherwise dispose of or deal in or with its own corporate securities or stock or other securities, including without limitations, any shares of stock, bonds, debentures, notes, mortgages, or other obligations, and any certificates, receipts or other instruments representing rights or interests therein or any property or assets created or issued by any person, firm, association, or corporation, or any government or subdivisions, agencies or instrumentalities thereof; to make payment therefor in any lawful manner or to issue in exchange therefor its own securities or to use its unrestricted and unreserved earned surplus for the purchase of its own shares, and to exercise as owner or holder of any securities, any and all rights, powers and privileges in respect thereof.

c. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for protection or benefit of this corporation, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees or otherwise, either alone or in conjunction with any other person association or corporation.

d. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the

general powers of the corporation, and the enjoyment and exercise thereof, as conferred by the laws of the State of Colorado and it is the intention that the purposes and powers specified in each of the paragraphs of this Article 111 shall be regarded as independent purposes and powers.

ARTICLE IV — [ILLEGIBLE]

The aggregate number of shares which this corporation shall have authority to issue is 50,000 shares of no par value stock. All stock of the corporation shall be of the same class, common, and shall have the same rights and preferences. Fully-paid stock of this corporation shall not be liable to any further call or assessment.

ARTICLE V — AMENDMENT

These Articles of Incorporation may be amended by the affirmative vote of a majority of the shares entitled to vote on each such amendment.

ARTICLE IV — SHAREHOLDER RIGHTS

The authorized and treasury stock of this corporation may be issued at such time, upon such terms and conditions and for such consideration as the Board of Directors shall determine. Shareholders shall not have pre-emptive rights to acquire unissued shares of the stock of this corporation. Cumulative voting shall not be allowed.

ARTICLE VIII — INITIAL OFFICE AND AGENT

The address of this corporation's initial registered office and the name of its original registered agent at such address is Londell A. Bunting, 705 13th Street, Greeley, Colorado, 80631.

ARTICLE IX — DIRECTORS

The number of Directors constituting the initial Board of Directors of this corporation is three. The names and addresses of persons who are to serve as Directors until the first annual meeting of stockholders, or until their successors are elected and shall qualify are:

Londell A. Bunting, Route 4, Box 266, Greeley, Colorado 80631
Kenneth Danel, 2131 Bluebell Avenue, Greeley, Colorado 80631
Jim E. Taylor, 2932 West 19th St. Road, Greeley, Colorado 80631

ARTICLE X — INCORPORATORS

The names and address of each Incorporator is:

Londell A. Bunting, Route 4, Box 266, Greeley, Colorado 80631
Kenneth Danel, 2131 Bluebell Avenue, Greeley, Colorado 80631
Jim E. Taylor, 2932 West 19th St. Road, Greeley, Colorado 80631

ARTICLE XI

COMMON DIRECTORS — TRANSACTION BETWEEN CORPORATIONS

No contract or other transaction between this corporation and one or more of its Directors or any other corporation, firm, association or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest, or because such Director or Directors are present at the meeting of the Board of Directors, or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose if: (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies

the contract or transaction by vote or consent sufficient for the purpose without counting the votes or consents of such interested Director; or (b) the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or (c) the contract or transaction is fair and reasonable to the corporation.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies such contract or transaction.

DATED this 13th day of July, 1977.

Londell A. Bunting
Londell A. Bunting — Incorporator

Kenneth Danel
Kenneth Danel — Incorporator

Jim E. Taylor
Jim E. Taylor — Incorporator

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

I, Sally C. White, a Notary Public, hereby certify that on the 13th day of July, 1977, Londell A. Bunting, Kenneth Danel and Jim E. Taylor personally appeared before me who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

DATED this 13th day of July, 1977.

My commission expires: 3-13-80

/s/ [Illegible]
Notary Public

**AMENDED AND RESTATED BYLAWS
OF
BUNTING TRASH SERVICE, INC.**

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
BUTLER COUNTY LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Butler County Landfill, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member.

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
BUTLER COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Butler County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Henry L. Hirvela

Its: Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$ 100.00

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES
Date Received (FOR BUREAU USE ONLY)
MAR 21, 2005

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

517-663-2525 Ref # 50801
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI 48827

FILED
MAR 21 2005
Administrator
BUREAU OF COMMERCIAL SERVICES
EFFECTIVE DATE

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on last page) B 4283U

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: C & C Expanded Sanitary Landfill, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

non-hazardous solid waste management

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The street address of the location of the registered office is:

30600 Telegraph Road Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

ARTICLE V (Insert any desired additional provision authorized by the Act: attach additional pages if needed.)

Signed this 18th day of March, 2005

By _____ /s/ Jo Lynn White
(Signature(s) of Organizor(s))

Jo Lynn White, Secretary
(Type or Print Name(s) of Organizor(s))

**OPERATING AGREEMENT OF
C & C EXPANDED SANITARY LANDFILL, LLC**

This Operating Agreement is executed as of March 21, 2005, by BFI Waste Systems of North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is C & C Expanded Sanitary Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Michigan law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Michigan shall be The Corporation Company, 30600 Telegraph Road, Birmingham Farms, Michigan, County of Oakland. The registered office may be changed to any other place within the State of Michigan upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Michigan are The Corporation Company, 30600 Telegraph Road, Birmingham Farms, Michigan. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Michigan, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Michigan. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 450.4801(d) of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 450.4805(1) of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Michigan Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Michigan Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Michigan Law. The laws of the State of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Michigan Limited Liability Company Act, as set forth in Michigan Compiled Laws § 450.4101 — 450.5200 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BFI WASTE SYSTEMS OF NORTH AMERICA,
INC., a Delaware corporation

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

EXHIBIT A

Name and Address of the Member

BFI Waste Systems of North America, Inc.
15880 N Greenway-Hayden Loop Suite 100 Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

EXECUTED this 16th day of May, 2001.

/s/ Robert H. Steelhammer
Robert H. Steelhammer, Manager

Telephone: (713) 960-1001

/s/ Robert H. Steelhammer
Robert H. Steelhammer, Trustee for
Member

Telephone: (713) 960-1001

Acceptance of Appointment by Statutory Agent:

I, CT Corporation System, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

CT CORPORATION SYSTEM

/s/ Victor Alfano
Signature of Statutory Agent

Victor Alfano, Assistant Secretary
Printed Name of Statutory Agent

/s/ Mack Mandell
Mack Mandell, Manager

Telephone: (713) 960-1001

STATE OF ARIZONA
ACC/FAX
DATE FILED
JUL 22 2003

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF
CACTUS WASTE SYSTEMS LLC**

- FIRST: The name of the limited liability company is Cactus Waste Systems LLC,
SECOND: The Articles of Organization were initially filed with the Arizona Corporation Commission on May 16, 2001.
THIRD: Article 1 of the Articles of Organization is amended in its entirety to read as follows: "The name of the limited liability company is "Cactus Waste Systems, LLC".
FOURTH: Article 5. A. of the Articles of Organization, is amended in its entirety to read as follows:
"5. Management of the limited liability company is vested in a manager or managers, The Initial managers names and addresses are as follows:

David Sutherland-Yoest	1005 Skyview Drive, Burlington, Ontario, Canada, L7P 5B1
Larry D. Henk	1005 Skyview Drive, Burlington Ontario, Canada, L7P 5B1
Thomas E. Durkin, III	1005 Skyview Drive, Burlington, Ontario' Canada, L7P 5B1
Mark Cooley	1005 Skyview Drive, Burlington, Ontario, Canada L7P 5B1"

FIFTH: Article 5. B. of the Articles of Organization is deleted in its entirety.

SIXTH: A new Article 6 is added to read as follows:

The name and address of the sole person who is member who owns a twenty percent or greater interest in the capital or profits interest of the limited liability company is Waste Services, Inc., 1005 Skyview Drive, Burlington, Ontario, Canada, L7P 5B1.

DATED: July 22, 2003.

/s/ Larry D. Henk
Larry D. Henk
Manager

ARTICLES OF AMENDMENT

1. The name of the limited liability company is:
CACTUS WASTE SYSTEMS, LLC.
2. The Articles of Organization were originally filed with the Arizona Corporation Commission on the **16th** day of **May, 2001**.
3. Articles of Amendment were filed with the Arizona Corporation Commission on the **22nd** day of **July, 2003**
4. Attached hereto as Exhibit A is the text of the amendment.
Dated this **9th** day of **September , 2005**.

Signature: /s/ Ivan R. Cairns

Print Name: IVAN R. CAIRNS

[Check One: Member Manager]

EXHIBIT A

TEXT OF ARTICLES OF AMENDMENT
TO THE ARTICLES OF ORGANIZATION
OF
CACTUS WASTE SYSTEMS, LLC

FIRST: Article 5 of the Articles of Organization is amended in its entirety to read as follows:

“5. Management of the limited liability company is reserved to the Member(s). The sole Member’s name and address is as follows:

Allied Waste North America, Inc.,
a Delaware corporation

18500 North Allied Way
Phoenix, Arizona 85024”

SECOND: Article 6 is hereby deleted in its entirety.

Arizona Corporation Commission
Corporations Division

**AFFIDAVIT OF PUBLICATION
for Corporation Commission**

ARIZONA CAPITOL TIMES

P.O. Box 2260
Phone: (602) 258-7026

Phoenix, AZ 85002
Fax: (602) 258-2504

STATE OF ARIZONA)
County of Maricopa) ss

I, Ginger Lamb as Vice President and Publisher of the Arizona Capitol Times, am authorized as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Arizona Capitol Times is a newspaper which is published weekly, is of general circulation and is in compliance with Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. The notice will be/has been published 3 consecutive times in the newspaper listed above.

DATES OF PUBLICATION:
09/19/2008, 09/26/2008, 10/03/2008

THE NAME OF THE CORPORATION: CACTUS WASTE SYSTEMS, LLC

CORPORATE FILE NUMBER: L-0989402-1

TYPE OF DOCUMENT: ARTICLES OF AMENDMENT

CACTUS WASTE SYSTEMS, LLC

ARTICLES OF AMENDMENT

1. The name of the limited liability company is: CACTUS WASTE SYSTEMS, LLC.
2. Attached hereto as Exhibit A is the text of the amendment.

EXHIBIT A. TEXT OF ARTICLES OF AMENDMENT TO THE ARTICLES OF ORGANIZATION OF CACTUS WASTE SYSTEMS, LLC. FIRST: Article 5 of the Articles of Organization is amended in its entirety to read as follows: "5. Management of the limited liability company is reserved to the Member(s). The sole Member's name and address is as follows: Allied Waste North America, Inc., a Delaware corporation, 18500 North Allied Way, Phoenix, Arizona 85024". SECOND: Article 6 is hereby deleted in its entirety.

Dated this 11th day of April, 2007. Allied Waste North America, inc., Member, /s/ Jo Lynn White, Assistant Secretary of the Member [Check One: Member o Manager]. 9/19, 9/26, 10/3, 2008 editions Arizona Capital Times

AUTHORIZED
SIGNATURE: /s/ [Illegible]

SUBSCRIBED AND SWORN TO BEFORE ME
ON THE 19th day of September, 2008

NOTARY SIGNATURE: Laurinda R. Cook



**AMENDED AND RESTATED
OPERATING AGREEMENT
OF CACTUS WASTE SYSTEMS, LLC**

This Operating Agreement (the "Agreement") of CACTUS WASTE SYSTEMS, LLC (the "Company") is executed as of March 31, 2007, by ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Company's Restated Operating Agreement of Cactus Waste Systems, LLC, dated July 31, 2003, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is **Cactus Waste Systems, LLC**. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Arizona law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Arizona shall be c/o C T Corporation System, 2394 East Camelback Road, Phoenix, Arizona, County of Maricopa. The registered office may be changed to any other place within the State of Arizona upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Statutory Agent for Service of Process. The name and address of the statutory agent for service of legal process on the Company in Arizona are C T Corporation System, 2394 East Camelback Road, Phoenix, Arizona. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member (or its predecessor in interest) has contributed to the Company cash or other assets. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding UP.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of termination have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file articles of termination with the Arizona Corporation Commission.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Arizona Limited Liability Company Act, Title 29, Chapter 4, of Arizona Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time.

"Articles of Organization" has the meaning given that term in Section 1.7.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member (or its predecessor).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

**ALLIED WASTE NORTH AMERICA,
INC.**, a Delaware corporation,
its Sole Member

By: /s/ Timothy R. Donovan

Name: _____

Title: _____

EXHIBIT A

Name and Address of Member

Allied Waste North America, Inc.
18500 North Allied Way Phoenix, Arizona 85054

Percentage
Interest
100%

STATE OF MARYLAND
ARTICLE OF INCORPORATION

THIS IS TO CERTIFY:

FIRST: That we James R. Strohecker, whose address is 1280 [ILLEGIBLE] Road, St. Leonard, NO 20685, Gregory G. Strott, whose address is 755 Seone Drive, Annapolis, NO 21401, and Robert L. Snufelt, whose address is 23-21 Bay City, Stevensville, NO 21666, being at least twenty-one years of age, and with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, do hereby sign and acknowledge these Articles of Incorporation of GLJ EQUIPMENT COMPANY, INCORPORATED.

SECOND: The Name of the Corporation (which is hereinafter called the Corporation) is GLJ EQUIPMENT COMPANY, INCORPORATED.

THIRD: The purpose for which the Corporation is formed and the business or objects to be carried on and promoted by it are as follows:

- (1) To purchase, sell, rent or lease any and all types of Real Estate,
 - (2) To manufacture, purchase and deal in at wholesale or retail, any and all kinds and types of material, supplies and equipment for any and all kinds and types of construction work, whether building or otherwise.
 - (3) To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge or otherwise dispose of or turn to account, or deal with all or any part of the property of the Corporation.
 - (4) To build, erect, construct, alter, reconstruct and improve any and all buildings and structures upon any lands or water, whatsoever.
 - (5) To acquire, build, charter, buy, lease, rent, operate and use vehicles of any kind or character.
-

- (6) To apply for, obtain, register, purchase, lease or otherwise acquire or own any concessions, rights, options, patents, patent rights, privileges, inventions, processes, copyrights, trademarks, trade names, or any right, option or contract in relation thereto to develop, maintain, lease sell, transfer, license, dispose of, use, operate or manufacture under or in any otherwise deal in and with the same; and perform, carry out and fulfill the terms and conditions of any option or contract in relation thereto.
- (7) To acquire by purchase, subscription or otherwise, and to hold, sell, own, negotiate, deal in, exchange, transfer, mortgage, pledge or otherwise dispose of any shares of the capital stock, scrip or any voting trust certificates in respect of the capital stock, or any bonds, mortgages, securities, or their evidence of indebtedness issued or granted by any other corporation, joint stock company or association public or private, or of the Government of the United States, or any State, territory, municipality or other political subdivision, and to issue in exchange therefor, in the same manner provided by law, shares of the capital stock, bonds, or other obligations of the Corporation; and while the holder or owner of any such shares of capital stock, scrip, voting trust certificates, bonds, mortgage or other securities or evidence indebtedness, to possess and exercise in respect thereof any and all rights, power, and privileges of ownership, including the right to vote thereon.
- (8) To acquire by purchase, lease or otherwise to own, use and operate factories, shops, manufacturing plants, including lands, buildings, machinery, equipment and appliances, stores and other properties within and without

the State of Maryland, which may be useful to accomplish any and all of the purposes of carrying on any of the business of the character hereinbefore referred to.

- (9) To acquire by purchase, lease, exchange or otherwise real and personal property without limit in the State of Maryland or other states or other territories of the united States and to hold, use, pledge, mortgage, sell or otherwise dispose of any property, real and personal, owned by it.
- (10) To enter into, make and perform contracts without limit as to the character or amount, execute, issue and endorse drafts, bills of exchange and negotiable instruments of all kinds, as permitted by law.
- (11) To borrow money for any of the purposes of this Corporation, and to issue bonds, debentures, debenture stocks, notes or other obligations, and to secure the same by pledge or mortgage of the whole or any part of the property of this Corporation whether real or personal or to issue bonds.
- (12) To purchase, hold and reissue the shares of its capital stock in such manner as the Board of Directors any from time to time determine.
- (13) To have one or more offices and places of business and to carry on all or any part of its operations or business, without restrictions or limit as to amount of places in any of the cities, districts or territories of the United States, subject to the laws of such state, district or territory [ILLEGIBLE].
- (14) To engage in the general real [ILLEGIBLE] business manage properties and engage in appraisals of real estate for other than said Corporation.

(15) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares of other interests in, or obligations of, other corporations of this State, of foreign corporations, and of associations, partnerships, and individuals.

The foregoing objects and purposes shall, except when otherwise expressed, be in no way limited or restricted by reference to, or in reference form the terms of any other clause of this or any other article of this certificate of incorporation or of any amendment thereto, and shall each be regarded as independent, and construed as powers as well as objects and purposes. The corporation shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations of a similar character by the General Laws of the State of Maryland now or hereafter in force, and the [ILLEGIBLE] of the foregoing powers shall not be deemed to exclude any powers, rights, or privileges so granted or conferred.

FOURTH: The post office address of the principal office of the Corporation in this state is 755 Sonne Drive, Annapolis, Maryland 21401. The Resident Agent is an individual actually residing in this state and is a citizen of this state. Said resident agent for the Corporation is Gregory G. Street, whose post office address is 755 Sonne Drive, Annapolis, Maryland 21401.

FIFTH: The number of directors of the Corporation shall be three (3); and the names of the Directors of the Corporation, who shall act until the first annual meeting of the Directors, or until their successor's are duly chosen and qualify are: James R. Strohecker, Gregory G. Strott and Robert L. Shufelt.

SIXTH: The total number of shares of stock which the Corporation has authorized to issue is Five Thousand Shares without per value, all of one class.

SEVENTH: The following provision is hereby adopted for the purpose of defining, Limiting and regulating the powers of the Corporation, of the Directors and the Stockholders:

(1) The Board of Directors of the Corporation is hereby on-powered to authorize the issuance, from time to time, of shares of its stock of one class, whether now or hereafter authorized, and securities convertible into shares of its stock of one class, whether now or hereafter authorized, for such consideration as the said Board of Director may does advisable, subject to such limitation and restrictions, if any, as may be set forth in the bylaws of the Corporation.

EIGHTH: The duration of the Corporation shall be perpetual.

In WITNESS HEREOF, I have signed those Articles of Incorporation on the 4th day of October, 1990.

WITNESS:

/s/ [ILLEGIBLE]

/s/ James R. Strohecker
JAMES R. STROHECKER

(SEAL)

/s/ Gregory G. Strott
GREGORY G. STROTT

/s/ Robert L. Shufelt
ROBERT L. SHUFELT

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE, to wit:

I HEREBY CERTIFY, that on this 10 day of October therefore no, a Notary Public of the State of Maryland, in and for the aforesaid County personality appeared JAMES R. STROHECKER, GREGORY G. STROTT and ROBERT L. SHUFELT, the acknowledged the signing of the foregoing Articles of Incorporation to be their act.

AS WITNESS my hand and notarial seal.

/s/ [ILLEGIBLE]
NOTARY PUBLIC

My Commission Expires My Commission Expires March 1, 1994

AMENDED AND RESTATED BYLAWS
OF
CALVERT TRASH SYSTEMS INCORPORATED

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CAMELOT LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Camelot Landfill TX, LP"

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Camelot Landfill TX, LP as of April 24, 1998.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
General Partner

By /s/ Donald W. Slager
Donald W. Slager, President

**AGREEMENT OF LIMITED PARTNERSHIP OF
CAMELOT LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of April 28, 1998, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Allied Waste Systems Holdings, Inc. as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Camelot Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The

officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered

personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann. Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President

Allied Waste System Holding, Inc,
a Delaware corporation,

By: /s/ Steven M. Heim
Its: Secretary

EXHIBIT A

Names and Addresses of Partners:

	Initial Capital Contribution	Percentage Interest
General Partner:	\$ ____	1%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		
Limited Partner:	\$ ____	99%
Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		

Submit the original
And one true copy
Registry Number:
[ILLEGIBLE]



SECRETARY OF STATE
Corporation Division
Business Registry
158 12th Street NE
Salem, OR 97310-0210
(503) 378-4166

THIS SPACE FOR OFFICE
USE ONLY

501759-84

FILED
FEB 20 1996
SECRETARY OF STATE

**ARTICLES OF INCORPORATION
Business Corporation**

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

ARTICLE 1: Name of corporation: Capitol Recycling and Disposal, Inc.

Note: The name must contain the word "Corporation", "Company", "Incorporated" or "Limited", or an abbreviation of one of such words.

ARTICLE 2: Number of shares the corporation will have authority to issue: 100

ARTICLE 3: Name of the initial registered agent: Gary Barton

Address of initial registered office (must be a **street** address in Oregon which is identical to the registered agent's business office):

525 NW 2nd Street	Corvallis	Oregon	97330
Street and number	City		Zip code

Mailing address of registered agent (if different from the registered office):

PO Box 807	Corvallis	Oregon	97339
Street and number or PO box	City		Zip code

ARTICLE 4: Address where the Division may mail notices: (Attn:) Gary Barton

PO Box 807	Corvallis	OR	97339
Street and number or PO box	City	State	Zip code

ARTICLE 5: Name and address of each incorporator:

Scott A. Fewel	_____	_____
456 SW Monroe # 101	_____	_____
Corvallis, OR 97330	_____	_____

**ARTICLES OF INCORPORATION
BUSINESS CORPORATION**

PAGE 2 501759-84

Name of the corporation: Capitol Recycling and Disposal, Inc.

ARTICLE 6: Name and address of each director (optional):

_____	_____
_____	_____
_____	_____

ARTICLE 7: Other optional provisions:

Execution:	<u>/s/ Scott A. Fewel</u>	<u>Scott A. Fewel</u>	<u>Incorporator</u>
	Signature	Printed name	Title
	_____	_____	_____
	Signature	Printed name	Incorporator
	_____	_____	_____
	Signature	Printed name	Title

Person to contact about this filing:	<u>Scott A. Fewel</u>	<u>541-752-5154</u>
	Name	Daytime phone number

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE Salem, Oregon 97310-0210.

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
CAPITOL RECYCLING AND DISPOSAL, INC.**

1. The name of the corporation is Capitol Recycling and Disposal, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE 7. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article 7, or adoption of any provision of these Articles of Incorporation inconsistent with this Article 7, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article 7 and pertains to any

act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article 7 unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article 7 shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE 8. INDEMNIFICATION

“D. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article 8 shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“E. Indemnification provided under this Article 8 shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“F. The right to indemnification conferred by this Article 8 shall be considered a contract right between the corporation and the person entitled to indemnity under this Article 8.

“G. In addition to any rights set forth above in this Article 8, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One hundred shares of the corporation are outstanding, 100 votes are entitled to be cast on the amendments, 100 votes were cast for the amendments, and no votes were cast against the amendments.

Capitol Recycling and Disposal, Inc.

By: /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
CAPITOL RECYCLING AND DISPOSAL, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the

meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for

their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties

as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or

in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors

for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or

interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance

on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



Prescribed by J. Kenneth Blackwell

Expedite this Form: (Select One)

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Mail Form to one of the Following:

PO Box 1390

o Yes Columbus, OH 43216

*** Requires an additional fee of \$100 ***
PO Box 670

o No Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) [x] Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705

(2) o Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation)

(State)

Complete the general information in this section for the box checked above.

Name Carbon Limestone Landfill, LLC

o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) (mm/dd/yyyy) Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

This limited liability company shall exist for (Period of existence)

Purpose (Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) (Name) (Street) (City) (State) (Zip Code)
NOTE: P.O. Box Addresses are NOT acceptable.

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Jo Lynn White
(Name)
15880 N Greenway-Hayden Loop, Suite 100
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Scottsdale Arizona 85260
(City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

Carbon Limestone Landfill, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

CT Corporation System
(Name)
1300 East 9th Street
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Cleveland Ohio 44114
(City) (State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (**signed**)
by an authorized representative
(**See instructions**)

/s/ Jo Lynn White December 15, 2004
Authorized Representative Date

Jo Lynn White
Print Name

Authorized Representative Date

Print Name

**OPERATING AGREEMENT
OF CARBON LIMESTONE LANDFILL, LLC**

This Operating Agreement is executed as of 16 day of December, 2004, by Browning-Ferris Industries of Ohio, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Carbon Limestone Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114, County of Cuyahoga. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Ohio, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Ohio. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 1705.47 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 1705.44 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Ohio Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Ohio Limited Liability Company Act, as set forth in Ohio Revised Code Chapter 1705, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES OF OHIO, INC.,

a Delaware corporation

By: /s/ Jo Lynn White

Its: Secretary

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries of Ohio, Inc. 15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution

\$100.00

**CERTIFICATE OF INCORPORATION
OF
CC LANDFILL, INC.**

1. The name of the corporation is CC LANDFILL, INC. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue One Thousand (1,000) common shares and the par value of each of such shares is No Dollars and One Cents (\$0.01) amounting in the aggregate to Ten Dollars and Zero Cents (\$10).
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Donald W. Slager
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 23rd day of July, 1998

/s/ Steven M. Helm
Steven M. Helm, Incorporator

**BYLAWS
OF
CC LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attached at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this

reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned

by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of

the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new

certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records

of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the

specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for

indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained

in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

CERTIFICATE OF INCORPORATION

OF

NEWCO CHEMICAL WASTE SYSTEMS, INC.

under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the proposed corporation is:

NEWCO CHEMICAL WASTE SYSTEMS, INC.

(2) The purpose or purposes for which this corporation is formed, are as follows, to wit:

To establish, carry on, and develop the business of producing, manufacturing, disposing of, utilizing, and trading in any and all kinds of chemicals, organic and inorganic, crude and refined, and products of a similar character, and any and all materials, products, and articles directly or indirectly related thereto in any way, including all those which may be ingredients or derivatives thereof, or which may be useful in the manufacture or production thereof, or which may be conveniently or advantageously manufactured or produced in connection therewith, or in the manufacture or production of which the same may be useful, and all by-products of such operations; to engage in any business or operation incidental to any business above referred to; to search for, create, prospect, construct, manufacture, purchase, hold, develop, operate,

treat, use, transport, sell, mortgage, pledge, import, export, and otherwise acquire and dispose of and deal in and with properties and rights, of whatever character and wherever situated, real and personal, tangible and intangible, as may be necessary for or incidental to the purposes aforesaid, including lands, mines, minerals, buildings, plants, equipment, warehouses, materials, products, merchandise, securities, inventions, secrets, patents, trade-marks, and goodwill; to make contracts, borrow money, contract debts, and issue notes, bonds, and other obligations.

To acquire such property, real and personal, as may be necessary to the conduct of such business.

The powers, rights and privileges provided in this Certificate of Incorporation are not to be deemed to be in limitation of similar, other, or additional powers, rights and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have the right to engage in such similar activities as like corporation may lawfully engage in under the Business Corporation Law of the State of New York, as now in effect, or as hereafter promulgated.

To do everything necessary, suitable or proper for the accomplishment, attainment or furtherance of, to do every other act or thing incidental to, appurtenant

to, growing out of or connected with, the purposes, objects or powers set forth in this Certificate of Incorporation, whether alone or in association with others; to possess all the rights, powers and privileges now or hereafter conferred by the laws of the State of New York upon a corporation organized under the laws of the State of New York and, in general, to carry on any of the activities and to do any of the things herein set forth to the same extent and as fully as a natural person or partnership might or could do; provided, that nothing herein set forth shall be construed as authorizing the Corporation to possess any purpose, object, or power, or to do any act or thing forbidden by law to a Corporation organized under the laws of the State of New York.

(3) The office of the corporation is to be located in the City of Niagara Falls, County of Niagara, State of New York.

(4) The aggregate number of shares which the corporation shall have the authority to issue is two hundred (200) shares, all of which are to be without par value.

(5) The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is

c/o The Corporation
4626 Royal Avenue
Niagara Falls, New York 14303

(6) The corporation's initial accounting period for reporting the franchise tax on business corporations imposed by Article 9-A of the Tax Law shall end April 30, 1977.

The undersigned incorporator is of the age of eighteen years or over.

IN WITNESS WHEREOF, this certificate has been subscribed this 7th day of May, 1976 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

/s/ Ruth E. Neufeld

Ruth E. Neufeld
170 Washington Avenue, Albany, New York 12210

CERTIFIED COPY OF EXTRACT OF MINUTES OF
SPECIAL MEETING OF BOARD OF DIRECTORS

I, JOSEPH M. NASCA, Secretary of NEWCO WASTE SYSTEMS, INC., Do Hereby Certify that the following is a true and exact copy of a Resolution duly adopted at a meeting of the Board of Directors thereof duly called and regularly held in accordance with the laws and the by-laws of said corporation on the 6th day of May, 1976, and that such Resolution is now in full force and effect:

WHEREAS, NEWCO WASTE SYSTEMS, INC. filed a Certificate of Incorporation with the Secretary of State on the 11th day of February, 1976, and

WHEREAS, NEWCO CHEMICAL WASTE SYSTEMS, INC. has requested that Newco Waste Systems, Inc. consent to the use of the name "Newco Chemical waste Systems, Inc.", and

WHEREAS, in the opinion of the Board of Directors the name, "Newco Chemical Waste Systems, Inc." does not so nearly resemble that of Newco Waste Systems, Inc. as to be calculated to deceive, be it

RESOLVED, that Newco Waste Systems, Inc. consents to the use of the name "Newco Chemical Waste Systems, Inc." as available for corporate use."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this 6th day of May, 1976.

/s/ Joseph M. Nasca

Secretary

STATE OF NEW YORK)

SS.

COUNTY OF ERIE)

On the 6th day of May, 1976, before me came JOSEPH M. NASCA to me known to be the person described in and who executed the foregoing certificate, and he duly acknowledged to me that he executed the same.

/s/ [ILLEGIBLE]

[ILLEGIBLE]

Commissioner of Deeds, Buffalo, New York

My Commission Expires [ILLEGIBLE] 12/30/76

CERTIFICATE OF AMENDMENT
of
CERTIFICATE OF INCORPORATION
of
CECOS, CHEMICAL AND ENVIRONMENT CONSERVATION STYSTEMS, NIAGARA, INC.

Under Section 805 of the Business Corporation Law

We, Frank R. Nero and James Moscato, the president and Secretary respectively of CECOS International, Inc., hereby certify:

1. The name of the corporation is CECOS CHEMICAL AND ENVIRONMENT CONSERVATION STYSTEMS, NIAGARA, INC. It was formed under the name, Newco Chemical Waste Systems, Inc. and its name was changed by the filing of an Amendment to its Certificate of Incorporation with the Department of State on December 27, 1979, to "CECOS Chemical and Environmental Conservation Systems, Niagara Inc."
 2. The certificate of its incorporation was filed by the Department of State on May 12, 1976.
 3. The Certificate of Incorporation is amended to change the name of the corporation. Paragraph One of the Certificate, which sets forth the name of the corporation is amended to read:
"The name of the corporation is CECOS International, Inc."
-

State of New York
Department of State

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on

DEC 21 1982

A handwritten signature in black ink, appearing to read "Robert E. Hill III". The signature is written in a cursive style with a prominent flourish at the end.

Acting Secretary of State

G101961-004

CERTIFICATE OF AMENDMENT
of
CERTIFICATE OF INCORPORATION
of
NEWCO CHEMICAL WASTE SYSTEMS, INC.

Under Section 805 of the Business Corporation Law

WE, the undersigned, the president and asst. secretary respectively of NEWCO CHEMICAL WASTE SYSTEMS, INC., hereby certify:

1. The name of the corporation is NEWCO CHEMICAL WASTE SYSTEMS, INC.
 2. The certificate of its incorporation was filed by the Department of State on May 12, 1976.
 3. The certificate of incorporation is amended to change the name of the corporation. Paragraph One of the certificate, which sets forth the name of the corporation is amended to read:
"The name of the corporation is CECOS, Chemical and Environmental Conservation Systems, Inc."
 4. The above amendment to the certificate of incorporation was duly authorized by vote of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.
-

IN WITNESS WHEREOF, this certificate has been signed by the subscriber this 11 day of Dec, 1979.

Signed: /s/ Frank R. Nero
President—Frank R. Nero

Assistant /s/ Ernest R. Gedeon
Secretary—Ernest R. Gedeon

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

Frank R. Nero, being duly sworn, deposes and says that he is the President of NEWCO CHEMICAL WASTE SYSTEMS, INC., the corporation named in the within entitled action; that he has read the foregoing CERTIFICATE OF AMENDMENT of CERTIFICATE OF INCORPORATION and knows the contents thereof; and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters believes it to be true.

/s/ Frank R. Nero

Sworn to before me this 11 day
of Dec 1979.
/s/ [ILLEGIBLE]

CERTIFICATE OF MERGER OF
BFI BFLO TRUCK TRANSFER CORP. AND CECOS INTERNATIONAL, INC.
INTO CECOS INTERNATIONAL, INC.
(Under Section 904 of the Business Corporation Law)

The undersigned hereby certify that we are, respectively, the President and Assistant Secretary of BFI BFLO TRUCK TRANSFER CORP. ("BFI") and the Vice President and Assistant Secretary of CECOS International, Inc. ("CECOS"), and we do hereby further certify as follows:

1. (a) The names of each constituent corporation are BFI BFLO TRUCK TRANSFER CORP, and CECOS International, Inc.
 - (b) CECOS was originally incorporated under the name Newco Chemical Waste Systems, Inc.
 - (c) CECOS (subject to the amendments to its certificate of incorporation contained in paragraph "4" hereof) is the surviving corporation.
 2. (a) CECOS is authorized to issue 200 shares of no par value common stock, all of one class.
 - (b) As of this date, 200 shares of CECOS stock have been issued, and all 200 shares are outstanding.
 - (c) The number of such shares is not subject to change prior to the effective date of the merger.
 3. (a) BFI is authorized to issue 200 shares of no par value common stock, all of one class.
-

(b) As of this date, 10 shares of BFI's stock have been issued, and all 10 shares are outstanding.

(c) The number of such shares is not subject to change prior to the effective date of the merger.

4. CECOS certificate of incorporation shall be amended upon the effective date of the merger, as follows:

(a) Paragraph "(2)", which sets forth the purposes for which the corporation is formed, shall be amended to change its corporate purposes and shall read as follows:

"(2). The purposes for which it is formed are to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law; provided, however, that the corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained."

(b) Paragraph "(3)", which sets forth the location where the principal office of the corporation is to be located, shall be amended to change the location of the office of the corporation and shall read as follows:

"(3). The office of the corporation is to be located in the Village of Kenmore; Erie County, New York."

(c) Paragraph "(4)", which describes and sets forth the aggregate number of shares which the corporation shall have authority to issue, shall be amended to increase the aggregate number of shares which the corporation shall have authority to issue and shall read as follows:

“(4). The aggregate number of shares which the corporation shall have authority to issue is two hundred fifty (250) no par value shares, all of one class.”

(d) Paragraph “(5)”, which designates the Secretary of State an agent of the corporation upon whom process may be served and the address to which the Secretary of State shall mail a copy of such process against the corporation served upon him, shall be amended to change the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him and shall read as follows:

“(5). The Secretary of State of the State of New York is designated all the agent of the corporation upon whom service against the corporation may be served. The post office address to which the Secretary of State shall mail a copy of any such process served upon him is: Office of the President, CECOS International, Inc., 2321 Kenmore Avenue, Kenmore, New York, 14217.”

(e) Paragraph “(6)”, which acts forth the accounting period the Corporation intends to establish as its first fiscal year, is hereby deleted.

5. (a) CECOS certificate of incorporation was filed by the Department of State on May 12, 1976, under the name Newco Chemical Waste Systems, Inc.

(b) BFI's certificate of incorporation was filed by the Department of State on January 19, 1984.

6. All of the shareholders of BFI and CECOS authorized this merger by unanimous written consent.

7. The plan of merger has not been abandoned.

IN WITNESS WHEREOF, this Certificate has been signed this 23rd day of January, 1984 by the undersigned, who affirm that the statements made herein are true under penalties of perjury.

BFI BFLO TRUCK TRANSFER CORP.

By /s/ Norman Dominiak
Norman Dominiak, President

By /s/ Elizabeth Ivers
Elizabeth Ivers, Assistant Secretary

CECOS INTERNATIONAL, INC.

By /s/ Norman Dominiak
Norman Dominiak, Vice President

By /s/ Elizabeth Ivers
Elizabeth Ivers, Assistant Secretary

**AMENDED AND RESTATED BYLAWS
OF
CECOS INTERNATIONAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:33 PM 04/28/2005
FILED 05:29 PM 04/28/2005
SRV 050345332 — 3962214 FILE

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI ELLIOTT LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- I. The name of the limited partnership is "BFI Elliott Landfill TX, LP".
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of the general partner are as follows:
Allied Waste Landfill Holdings, Inc.
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of BFI Elliott Landfill TX, LP as of April 28, 2005.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

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

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is BFI Elliott Landfill TX, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

Name

Allied Waste Landfill Holdings, Inc.

Mailing Address

18500 North Allied Way
Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

Name

BFI Elliott Landfill TX, LP

Mailing Address

18500 North Allied Way
Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/ Ryan N. Kenigsberg

Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:58 AM 11/22/2006
FILED 10:05 AM 11/22/2006
SRV 061072845 — 3962214 FILE.

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
BFI ELLIOTT LANDFILL TX, LP

The undersigned, desiring to amend the Certificate of Limited Partnership of BFI Elliott Landfill TX, LP pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is BFI Elliott Landfill TX, LP.

SECOND: Article 1 of the Certificate of Limited Partnership shall be amended as follows:

The name of the limited partnership is Cefe Landfill TX, LP.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 26th day of February, 2008.

ALLIED WASTE LANDFILL HOLDINGS, INC.,
a Delaware corporation, General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

**AGREEMENT OF LIMITED PARTNERSHIP OF
BFI ELLIOTT LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of April 28, 2005, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is BFI Elliott Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By /s/ Steven M. Helm
Name: Steven M. Helm
Its: Vice President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

CORPORATION FOR PROFIT

APPROVED FOR FILING

By: /s/ [ILLEGIBLE]

Date: [ILLEGIBLE]

Amount: [ILLEGIBLE]

Articles of Incorporation
— OF —

WBT, Inc.

(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be WBT, Inc.

SECOND. The place in Ohio where its principal office is to be located is 600 West Statler Road, Piqua, Ohio 45356, Miami County. **(City, Village or Township)**

THIRD. The purposes for which it is formed are:

1. To engage in any lawful act or activity for which Corporations may be formed under Section 1701.01 to 1701.98, inclusive of the Revised Code of the State of Ohio.
2. In furtherance and not in limitation of the general powers conferred by the Laws of the State of Ohio, and the objects and purposes herein set forth, it is expressly provided that this Corporation shall also have the following powers, to-wit:
 - a. To buy or otherwise acquire, own, hold, manage, and control real and personal property of every description, including its own stock and stock in other corporations, and to sell and convey, mortgage, pledge, lease, or otherwise dispose of such property or any part thereof, and to lend money either upon or without security.
 - b. To carry on any or all of its operations and business, and to promote its objects within the State of Ohio, or elsewhere, without restriction as to place or amount.
 - c. To do any or all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world, as principals, agents, contractors, trustees, or otherwise, alone or in company with others.

FOURTH. The number of shares which the corporation is authorized to have outstanding is One Thousand (1,000) shares of no par value common stock.

FIFTH. The amount of stated capital with which the corporation shall begin business is Five Hundred and 00/100 Dollars (\$500.00).

IN WITNESS WHEREOF, We have hereunto subscribed our names, this 9th day of March, 1972.

WBT, Inc.
(Name of Corporation)

/s/ Don M. Purdy
Don M. Purdy

/s/ John W. Sacher
John W. Sacher

/s/ Audrey Baltzell
Audrey Baltzell

(INCORPORATORS NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

N.B. Articles will be returned unless accompanied by form designating statutory agent. See Section 1701.07, Revised Code of Ohio.

CERTIFICATE OF AMENDED ARTICLES OF INCORPORATION

B. J. Swonger, president, and Carroll V. Lewis, secretary, of WBT, Inc. , with its principal office located in Piqua, Ohio, do hereby certify that in a writing signed by all of the shareholders entitled to notice of a meeting for such purpose, the following resolution was adopted:

RESOLVED, that the following amended articles of incorporation be, and the same are hereby, adopted to supersede and take the place of all of the existing articles of incorporation, and all amendments thereto:

AMENDED ARTICLES OF INCORPORATION

FIRST: The name of the corporation is WBT, INC.

SECOND: The place in the State of Ohio where its principal office is to be located is 600 West Statler Road, Piqua, Miami County, Ohio, 45356.

THIRD: The purpose or purposes for which it is formed are:

- (a) To engage in the collection and disposal of waste products, rubbish and debris of all types and nature, and to that end, buy, sell, lease, rent, and operate waste products collection systems, including containerized systems, and to buy, sell, lease, rent, maintain and operate landfill disposal areas, incinerators, compost disposal units, and other methods and means of disposal of such waste materials.
- (b) To engage in the business of purchasing, selling, and distributing, all types and kinds of waste products and debris.

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

- (c) To manufacture , purchase, or otherwise acquire, sell, assign, and transfer, exchange or otherwise dispose of, and to invest, trade, deal in or deal with goods, wares, and merchandise and services and personal property of every class and description.
- (d) To purchase, acquire, hold, mortgage, pledge, hypothecate, loan money upon, exchange, sell, and otherwise deal in personal property and real property in services of every kind and character and description whatsoever and wheresoever situate, and any interest therein.
- (e) To acquire all or any part of the goodwill, rights , property and business of any corporation, association, partnership, firm, trustee, syndicate, combination, organization, or other entity, or individual, domestic or foreign, heretofore or hereafter engaged in any business, similar to the business of the corporation or otherwise, and to pay for the same in cash or in share or enjoy in any manner, dispose of the whole or any part of the rights and property so acquired, and to assume in connection therewith any liabilities of any such corporation, association, partnership, firm, trustee, syndicate, combination, organization, individual or entity, domestic or foreign, and to conduct in the State of Ohio and not in any other state, territory, locality or country the whole or any part of the business thus acquired, provided such business is not prohibited by the laws of the State of Ohio.

The corporation reserves the right, at any time, and from time to time, substantially, to change its purposes , in the manner now or hereafter permitted by statute. Any change of the purposes of the corporation, authorized

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

or approved by the holders of the shares entitling them to exercise the proportion of the voting power of the corporation now or hereafter required by statute shall be binding and conclusive upon every shareholder of the corporation as fully as if such shareholder had voted therefor; and no shareholder notwithstanding that he may have voted against such change of purposes or may have objected in writing thereto, shall be entitled to payment of the fair cash value of his shares.

FOURTH: The maximum number of shares which the corporation is authorized to have outstanding is One Thousand (1000) , all of which shall be without par value.

Before there can be a valid sale or transfer of any of the shares of this corporation by the holders thereof, the holder of the shares to be sold or transferred shall first give notice in writing to the secretary of this corporation of his intention to sell or transfer such shares. Said notice shall specify the number of shares to be sold or transferred, the price per share, and the terms upon which such holder intends to make such sale or transfer. The secretary shall, within five (5) days thereafter, mail or deliver a copy of said notice to each of the other shareholders of record of this corporation. Such notices may be delivered to such shareholders personally, or may be mailed to the last known addresses of such shareholders, as the same may appear on the books of this corporation. Within

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

ten (10) days after the mailing or delivering of said notices to such shareholders, any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in said notice shall deliver by mail or otherwise to the secretary of this corporation a written offer or offers to purchase a specified number or numbers of such shares at the price and upon the terms stated in said notice.

If the proposed transfer is one of gift or results from the death of a shareholder or by operation of law, then and in such event the price to be paid by the shareholder seeking to acquire said stock shall be the fair market value of said stock as of the last day of the month preceding the month in which the notice is given. Market value shall be determined by mutual agreement between the disposing shareholder and the shareholders exercising such election to purchase, and in the event of disagreement, an appraisal shall be made by an independent appraiser selected by mutual agreement between the parties in dispute, decision of said independent appraiser to be final and binding on all parties. If the parties are unable to agree within a reasonable time upon said independent appraiser, the fair market value shall be determined promptly in accordance with Ohio Arbitration Laws then in force and effect.

If the total number of shares specified in such offers exceeds the number of shares referred to in said notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

said notice to the secretary, as the number of shares of this corporation, which he holds, bears to the total number of shares held by all such shareholders desiring to purchase the shares referred to in said notice to the secretary.

If all of the shares referred to in said notice to the secretary are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase said proportion of those shares which remain thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

If none or only a part of the shares referred to in said notice to the secretary is purchased as aforesaid, in accordance with offers made within said ten (10) day period, the corporation shall have the right and option to purchase said shares within an additional ten (10) day period upon the terms stated in said notice.

If the proposed transfer is one of gift or results from the death of a shareholder or by operation of law, then and in such event the price to be paid by the corporation shall be the fair market value of said stock as of the last day of the month preceding the month in which the notice is given. Market value for such purpose shall be determined by an independent appraiser

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

selected by mutual agreement between the disposing shareholder and the corporation, and in the event of disagreement on the selection of said appraiser, such fair market value shall be determined in accordance with Ohio Arbitration Laws then in force and effect.

If none or only a part of the shares referred to in said notice to the secretary is purchased as aforesaid, in accordance with offers made within said twenty (20) day period, the shareholder desiring to sell or transfer may dispose of all shares of the stock referred to in said notice to the secretary not so purchased by the other shareholders or corporation, to any person or persons he may so desire; provided, however, that he shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in said notice to the secretary, and subject to the further condition that the person or persons acquiring said shares shall hold the same subject to the same restrictions as outlined above in connection with any future sale or transfer thereof.

The provisions hereof shall be binding upon the heirs, administrators, executors, and assigns of each of the individual shareholders of this corporation.

The provisions herein set forth restricting transfer of shares of stock in the corporation may be embodied and superseded by an agreement of sale and/or redemption entered into by all of the shareholders of the corporation.

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

FIFTH: The Board of Directors is hereby authorized to fix and determine and to vary the amount of working capital of the corporation, and to determine whether any, and if any, what part of its surplus, however created, or arising, shall be used or disposed of or declared in dividends or paid to the shareholders, and, without action by the shareholders, to use and apply said surplus, or any part thereof, at any time, or from time to time, in the purchase or acquisition of shares of any class, voting trust certificates for shares, bonds, promissory notes, script, warrants, obligations, evidences of indebtedness of the corporation, or other securities of the corporation, to such extent or amount as they shall deem expedient.

SIXTH: No holder of the shares of the corporation of any class shall be entitled to such, as a matter or right, to subscribe for or purchase shares of any class, now or hereafter authorized, or to purchase or subscribe for securities convertible into or exchangeable for shares of the corporation, or to which shall be attached or appertained any warrants or rights entitling the holder thereof to subscribe for or purchase shares, except such rights of subscription or purchase, if any, at such price or prices, and upon such terms and conditions as the Board of Directors in its discretion from time to time may determine.

SEVENTH: Every statute of this State of Ohio hereinafter enacted whereby the rights or privileges of the shareholders of the corporation

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

organized under the General Corporation Act of said state are increased, diminished, or in any way affected, whereby effect is given to any action authorized, ratified, or approved by less than all of the shareholders of any such corporation, shall apply to this corporation and be binding upon every shareholder thereof to the same extent as if such statute had been in force on the day of filing these articles of incorporation.

EIGHTH: A director of this corporation shall not be disqualified, by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; or shall any transaction or contract or act of this corporation be void or voidable or in any way affected or invalidated by reason of the fact that any director, or any firm of which any director is a member, or any corporation which any director is a shareholder or director, is any way interested in such transactions, or contract, or act, provided the fact that this director of such firm, or such corporation, is so interested shall be disclosed or shall be known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action is taken upon any such contract or transaction or act, or shall any such director be accountable or responsible to the corporation for any gains or profits realized by him because of which he is a shareholder or director, or is interested in such transaction or contract or act; and any such director may be counted in determining the existing quorum at any meeting of the Board of Directors

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

of the corporation which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify or approve any such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder or director, were not interested in such transaction or act.

NINTH: Whenever any action to be taken at a shareholders' meeting is by law required to have the assent or approval of the shareholders of a particular class, such assent or approval may be given by the affirmative vote of the holders of the majority of shares having voting power in respect to such action.

IN WITNESS WHEREOF, said B. J. Swonger, president, and Carroll V. Lewis, secretary of WBT, Inc. , acting for and on behalf of said corporation, have hereunto subscribed their names and caused the seal of said corporation to be hereunto affixed this 5 day of April, 1972.

WBT, INC.

/s/ B. J. Swonger

President

/s/ Carroll V. Lewis

Secretary

CARROLL V. LEWIS

ATTORNEY AT LAW

SIDNEY, OHIO

Prescribed by
TED W. BROWN
Secretary of State

Charter # 422561
Approved by [ILLEGIBLE]
Date 3-29-82
Fee \$35.00

CERTIFICATE OF AMENDMENT
(BY SHAREHOLDERS)
TO THE ARTICLES OF INCORPORATION OF

WBT, Inc.

(Name of Corporation)

B. J. Kiley, who is Chairman of the Board
 President (check one),
 Vice President

and Harold W. Fritz, who is Secretary (check one)
 Assistant Secretary

of the above named Ohio corporation for profit with its principal location at Celina, Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements)

- a meeting of the shareholders was duly called and held on _____, 19____, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise _____% of the voting power of the corporation,
- in a writing signed by all of the shareholders who would be entitled to a notice of a meeting held for that purpose,

the following resolution was adopted to amend the articles:

RESOLVED, that the First Article of the Articles of Incorporation of the Corporation is hereby amended to be and read as follows:

FIRST: The name of the Corporation is Laidlaw Waste Systems (Ohio) Inc.

IN WITNESS WHEREOF, the above named officers acting for and on behalf of the corporation, have subscribed their names this 12th day of March, 1982

/s/ B. J. Kiley
B. J. Kiley (President)

/s/ Harold W. Fritz
Harold W. Fritz (Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.
(OHIO — 613 — 10/20/78)

CERTIFICATE OF AMENDMENT
(BY SHAREHOLDERS)
TO THE ARTICLES OF INCORPORATION OF

WBT, Inc.

(Name of Corporation)

B. J. Kiley, who is

- Chairman of the Board
- President (check one),
- Vice President

and Harold W. Fritz, who is

- Secretary (check one)
- Assistant Secretary

of the above named Ohio corporation for profit with its principal location at Celina, Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements)

a meeting of the shareholders was duly called and held on _____, 19____, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise _____% of the voting power of the corporation,

in a writing signed by all of the shareholders who would be entitled to a notice of a meeting held for that purpose,

the following resolution was adopted to amend the articles:

RESOLVED, that the First Article of the Articles of Incorporation of the Corporation is hereby amended to be and read as follows:

FIRST: The name of the Corporation is Laidlaw Waste Systems (Ohio) Inc.

IN WITNESS WHEREOF, the above named officers acting for and on behalf of the corporation, have subscribed their names this 12th day of March, 1982.

/s/ B. J. Kiley

B. J. Kiley (President)

/s/ Harold W. Fritz

Harold W. Fritz (Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.
(OHIO — 613 — 10/20/78)

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

(Name of Corporation)

Leslie W. Haworth, who is Chairman of the Board
 President (check one),
 Vice President

and Ivan R. Cairns, who is Secretary (check one)
 Assistant Secretary

of the above named Ohio corporation for profit with its principal location at [ILLEGIBLE], Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements)

a meeting of the shareholders was duly called and held on _____, 19____, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise _____% of the voting power of the corporation,

in a writing signed by all of the shareholders who would be entitled to a notice of a meeting held for that purpose,

the following resolution was adopted to amend the articles:

RESOLVED, that the Certificate of Incorporation of Laidlaw Waste Systems (Ohio) Inc. be amended by changing the First Article thereof so that, as amended said Article shall be and read as follows:

“FIRST: The name of the Corporation is Laidlaw Waste Systems (Celina) Inc.”

IN WITNESS WHEREOF, the above named officers acting for and on behalf of the corporation, have subscribed their names this 29th day of June, 1987

/s/ Leslie W. Haworth

(Vice President)

/s/ Ivan R. Cairns

(Secretary)

[ILLEGIBLE]



[ILLEGIBLE]
 [ILLEGIBLE]
 20 East Broad [ILLEGIBLE]
 Columbus Ohio 43266-04
 Form SH-AMD (January 1997)

CERTIFICATE OF AMENDMENT
 by Shareholders to the Articles of Incorporation of
 Laidlaw Waste Systems (Celina) Inc.
 (Name of Corporation)

Don Slager, who is:

Chairman of the Board President Vice President (check one)

and

Thomas K. Kehoe, who is: Secretary Assistant Secretary (Check one) of the above named Ohio corporation for profit do hereby certify that: (check the appropriate box and complete the appropriate statements)

a meeting of the shareholders was duly called for the purpose of adopting this amendment and held on _____, 19 at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise _____% of the voting power of the corporation.

in a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose, the following resolution to amend the articles was adopted:

The name of the corporation is Celina Landfill, Inc.



IN WITNESS WHEREOF, the above named officers, acting for and on the behalf of the corporation, have hereto subscribed their names this _____ day (December, 1997.

By /s/ Don Slager
 Don Slager Executive President

By /s/ Thomas K. Kehoe
 Thomas K. Kehoe Secretary

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.

[ILLEGIBLE])

“EXHIBIT A”CODE OF REGULATIONS

of

WBT, INC.

ARTICLE I

Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders of the corporation shall be held on the first Monday in February of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day which is not a legal holiday, at such hour and place as shall be stated in the notice of said meeting. At each annual meeting, the Board of Directors shall be elected and qualified, the reports of the officers shall be considered thereat, and any other business that shall be presented at any of said meetings may be transacted thereat.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the president or a vice president, by a majority of the members of the Board of Directors acting with or without a meeting, or by the persons who hold twenty-five percent of all of the shares outstanding and entitled to vote thereat.

Section 3. Notices. Upon the request in writing delivered to the president by any person entitled to call a meeting of the shareholders, it shall be the duty of the secretary to give notice to the shareholders, and if such request be refused, then the person making such request may call a meeting by giving notice in the manner required by law. A notice of all meetings of the shareholders shall be given in writing by the secretary mailed to each shareholder of record entitled to notice of such meeting, at his address as it appears upon the records of the corporation, at least five (5) days prior thereto.

Section 4. Quorum. The holders of a majority of shares outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall be requisite to and shall constitute a quorum at all meetings of the shareholders. If, however, such a number shall not be present or represented at any meeting of the shareholders, the shareholders present

in person or by proxy shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite number of shares shall be represented. At such adjourned meeting at which the requisite number of shares shall be represented, any business may be transacted which might have been transacted at the meeting as originally called.

Section 5. Signatures of Certificates. Certificates for shares shall be signed by the officers in the manner permitted by Section 1701.54 of the Revised Code of Ohio.

Section 6. Transfers. Transfers of shares shall be made only upon the books of the corporation by the holder thereof in person or by his attorney or his legal representative, upon surrender and cancellation of the certificates for a like number of shares. The Board of Directors may make such rules and regulations, as it may deem expedient concerning the same, transfer and registration of shares of the corporation, including the issuance of a duplicate certificate in place of a lost certificate.

Section 7. Closing of Transfer Books. A record of ownership and transfers of the shares of the corporation shall be kept in such manner and by such agencies as the Board of Directors may from time to time determine, and the books for transfers of shares may be closed at any time by order of the Board of Directors, but not for a period exceeding two (2) days.

Section 8. Inspection and Audits. The person or persons who hold twenty-five percent (25%) of all shares outstanding of any class shall be entitled to inspect, examine, or audit, at any time, personally, or by agent, the property, books, records and accounts of the corporation.

ARTICLE II

Board of Directors

Section 1. Number. The Board of Directors shall consist of not less than one (1), and not more than five (5) members.

Section 2. Vacancies. Vacancies in the Board of Directors may be filled for the unexpired term by a majority vote of the remaining directors.

Section 3. Meetings. All meetings of the Board of Directors may be held at such times and places, within or without the State of Ohio, as may be provided in the By-laws or resolutions adopted by the Board of Directors, and upon such notice, if any, shall be so provided therefor.

Section 4. Quorum. A majority of the directors in office at the time shall constitute a quorum for the meeting of the Board of Directors, and an adjournment may be taken by a vote of the majority of those present at any meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of not less than a majority of the directors present.

Section 5. By-laws. The Board may adopt By-laws for its government and therein or by resolution provide for such committees as may from time to time be found desirable.

Section 6. Compensation. The Board of Directors is authorized to fix a reasonable compensation for attendance at any meeting of the Board to be paid to each director and the Board of Directors is authorized to set, fix and determine the salaries which shall be paid the respective executives of the corporation.

ARTICLE III

Officers

Section 1. Election and Appointments. The Board of Directors, at its first meeting after the meeting of shareholders at which directors are elected, shall elect a president, vice president, secretary and treasurer, and such other officers as the Board may see fit. Any two or more of such officers, other than that of president and vice president, may be held by the same person, but no officers shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Tenure of Office. The officers of the corporation shall hold office during the pleasure of the Board of Directors who may remove any officer at any time. Vacancy in any office, however created, may be filled by the election by the Board of Directors.

ARTICLE IV

Corporate Seal

The corporation shall have no seal.

ARTICLE V

These regulations are at all times subject to the provisions of the articles of incorporation of the corporation, (including in such term, whenever used in these regulations, all amendments to the articles of incorporation in force at the time), and in case of any conflict between any provisions herein and in the articles, the provisions of the articles shall be deemed to govern.

ARTICLE VI

These regulations may be altered, changed, modified, or amended in any respect, or superseded by new regulations, in whole or in part by the affirmative vote of the holders of record of shares entitling them to exercise a majority of the voting power with respect thereto at an annual or special meeting called for such purpose, or without a meeting by the written consent of the holders of record of all shares entitled to vote with respect thereto.

ARTICLE VII

Each director, officer, and non-officer employee of the corporation shall be indemnified by the corporation against the costs and expenses reasonably incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party by reason of his being or having been a director, officer, or non-officer employee of the corporation (whether or not he is a director, officer, or non-officer employee at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for dereliction, or negligence in the performance of his duty as such director, officers, or non-officer employee. In case of the settlement of any action, suit or proceeding to which any director, officer, or non-officer employee of the corporation is made a party or which may be threatened to be brought against him by reason of his being or having been a director, officer, or non-officer employee of the corporation, he shall be indemnified by the corporation against the costs and expenses (including the cost of settlement), reasonably incurred by him in connection with suit, action, suit or proceeding (whether or not he is a director, officer, or non-officer employee, at the time of incurring such costs and expenses), if an independent quorum of the Board of Directors shall find that such director, officer, or non-officer employee, was not derelict or negligent in the performance of his duty as such director, officer, or non-officer employee with respect to the matters covered by such action, suit, or proceeding, and the cost to the corporation of indemnifying such director, officer, and non-officer employee (and all other directors, officers, and non-officer employees, if any, entitled to indemnification hereunder in such case, if such action, suit or proceeding were carried to a final adjudication in their favor would exceed the amount of costs and expenses to be reimbursed to such director, officer, or non-officer employee as a result of such settlement.

“EXHIBIT B”

BY-LAWS

of

WBT, INC.

ARTICLE I

Meetings

Section 1. Annual Meeting. Upon the final adjournment of each annual meeting of the shareholders at which directors are elected, and upon the final adjournment of any special meeting of shareholders at which a Board of Directors is elected, the annual meeting of directors shall be held at the same place at which such meeting of shareholders was held for the purpose of the organization of a new Board of Directors, and election and appointment of officers and the transaction of any other business which may be presented thereat. No notice of such annual meeting need be given. If no annual meeting of the Board of Directors is so held, a special meeting may thereafter be called and held for the same purpose or purposes.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place, within or without the State of Ohio, as may be from time to time prescribed by resolution of the Board of Directors. Unless otherwise provided in any such resolution, no notice of such regular meeting need be given.

Section 3. Special Meetings. Special meetings of the Board of Directors may be held at any time, within or without the State of Ohio, upon call by the president, a vice president, or any two directors. Notice of such meeting shall be given to each director by letter or telegram, or in person not less than twenty-four (24) hours prior to such meeting; provided, however, that such notice shall be deemed to have been waived by the directors attending such meeting, and may be waived in writing or by telegram by any director, either before or after such meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any regular or special meeting.

ARTICLE II

Signatures

The Board of Directors may from time to time fix by resolution the authorities of the various officers and employees of the corporation in respect to signatures in the corporation's minutes.

ARTICLE III

Amendments

These By-laws may be amended or added to by a majority action of the Board of Directors of the corporation.

DO NOT PUBLISH THIS SECTION

AZ CORPORATION COMMISSION
FILED
"EXP" AUG 29 2005
FILE NO 1225896.9

ARTICLES OF INCORPORATION
OF
(An Arizona Business Corporation)

ARTICLE 1

The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form.

1. Name. The name of the Corporation is Central Arizona Transfer, Inc.

ARTICLE 2

The name cannot imply that the corporation it organized for any purpose other than the initial business indicated in this article.

2. Initial Business.

The Corporation initially intends to conduct the business of non-hazardous solid waste management

ARTICLE 3

The total number of authorized shares cannot be "Zero" or "Not Applicable."

3. Authorized Capital.

The Corporation shall have authority to issue 1,000 Shares of Common Stock.

ARTICLE 4

May be in care of the statutory agent.

4. Known Place of Business. (In Arizona)

The street address of the known place of business of the Corporation is:

15880 N Greenway-Hyden Loop, Suite 100

Scottsdale, AZ 85260

ARTICLE 5

The agent must provide both a physical and mailing address. If statutory agent has a P.O. Box, then they must also provide a physical description of their street address/location. The agent must sign the Articles or provide a consent to acceptance of the appointment.

5. Statutory Agent. (in Arizona)

The name and address of the statutory agent of the Corporation is:

**C T Corporation System
3225 North Central Avenue
Phoenix, Arizona 85012**

1076227
PAID
95-9-2-05
10128395

DO NOT PUBLISH THIS SECTION

A minimum of 1 director is required.

6 Board of Directors:

The initial board of directors shall consist of 3 director(s). The name(s) and address(es) of the person(s) who is(are) to serve as the director(s) until the first annual meeting of shareholders or until his(her)(their) successor(s) is(are) elected and qualifies is(are):

Name:	<u>Donald W. Slager</u>	<u>Thomas P. Martin</u>
Address:	15880 N Greenway-Hayden Loop, Suite 100	15880 N Greenway-Hayden Loop, Suite 100
City, State, Zip:	Scottsdale, AZ 85260	Scottsdale, AZ 85260
Name:	<u>James E. Gray</u>	_____
Address:	15880 N Greenway-Hayden Loop, Suite 100	_____
City, State, Zip:	Scottsdale, AZ 85260	_____

The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws.

ARTICLE 7

A minimum of 1 incorporator is required. All incorporators must sign both the Articles of Incorporation and the Certificate of Disclosure.

7. Incorporators.

The name(s) and address(es) of the incorporator(s) is (are):

Name:	<u>Jo Lynn White</u>	_____
Address:	15880 N Greenway-Hayden Loop, Suite 100	_____
City, State, Zip:	Scottsdale, AZ 85260	_____

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

8. Indemnification of Officers, Directors, Employees and Agents.

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

9. Limitation of Liability.

To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any Failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

Central Arizona Transfer, Inc.
EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, directors, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of my other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?: or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?: or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes o No

B. IF YES, the following information MUST be attached:

1. Full name, prior names(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any other corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes o No

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (Including aliases) and address of each person involved.
3. State(s) in which the Corporation:
 - (a) Was incorporated. (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of Bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is December.

Under penalties of law, the undersigned incorporator(s) officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

By:	<u>/s/ Jo Lynn White</u>	BY	_____
PRINT NAME	<u>Jo Lynn White</u>	PRINT NAME	_____
TITLE Incorporator	DATE <u>8/26/05</u>	TITLE	_____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022-Business Corporations

Rev: 04/04

**BYLAWS
OF
CENTRAL ARIZONA TRANSFER, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death,

resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or

transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of

Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may

give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is

required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the

absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

(FOR BUREAU USE ONLY)

FILED
JUL 05 1989
Administrator
MICHIGAN DEPT OF COMMERCE
Corporation & Securities Bureau

Date Received
JUN 29 1989

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER 386-012

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

CENTRAL SANITARY LANDFILL, INC.

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Operating a landfill and any other business not prohibited by Act 284 of P.A. of 1972.

Article III

The total authorized capital stock is:

- 1. Common Shares 50,000 Par Value Per Share \$ 1.00
- Preferred Shares _____ Par Value Per Share \$ _____

and/or shares without par value as follows:

- 2. Common Shares _____ Stated Value Per Share \$ _____
- Preferred Shares _____ Stated Value Per Share \$ _____

- 3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:



Article IV

1. The address of the registered office is:

2545 Amy School Road, Pierson, Michigan
(Street Address) (City)

49339
(ZIP Code)

2. The mailing address of the registered office if different than above:

P. O. Box 168, Pierson, Michigan
(P.O. Box) (City)

49339
(ZIP Code)

3. The name of the resident agent at the registered office is: James L. McCormick

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name
James L. McCormick

Residence or Business Address
2545 Amy School Road, Pierson, MI 49339

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my [ILLEGIBLE] name(s) this 28th day of June, 1989.

/s/ James L. McCormick

James L. McCormick

(FOR BUREAU USE ONLY)

FILED
FEB 4 1991
[ILLEGIBLE]

Date Received
FEB 4 1991

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER —

RESTATED ARTICLES OF INCORPORATION

OF

CENTRAL SANITARY LANDFILL, INC.

The undersigned corporation executes these Restated Articles of Incorporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, and as the same may be further amended and in effect from time to time ("Michigan Business Corporation Act").

1. The present name of the corporation is Central Sanitary Landfill, Inc.
2. The corporation identification number (CID) assigned by the Bureau is: 386-012.
3. All former names of the corporation are: None.
4. The date of filing the original Articles of Incorporation was July 5, 1989.

The following Restated Article of Incorporation supersedes the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is CENTRAL SANITARY LANDFILL, INC.

ARTICLE II

The purpose of the corporation is to engage in any one or more lawful acts or activities within the purposes for which a corporation may be formed under the Michigan Business Corporation Act.

ARTICLE III

The total authorized capital stock of the corporation is Fifty Thousand (50,000) shares of common stock with a par value of One Dollar (\$1) per share, all of one class.

ARTICLE IV

The street address of the current registered office of the corporation is 2545 Amy School Road, Pierson, Michigan 49339.

The mailing address of the corporation's current registered office is P.O. Box 168, Pierson, Michigan 49339.

The name of the current resident agent at the registered office is James L. McCormick.

ARTICLE V

When a compromise or arrangement or a plan of reorganization of the corporation is proposed between the corporation and its creditors or any class of them or between the corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of the corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on the corporation.

ARTICLE VI

Any action required or permitted by the Michigan Business Corporation Act, these Articles, or the bylaws of the corporation to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

ARTICLE VII

The corporation shall indemnify any director of the corporation who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by reason of the fact that he or she is or was a director, or is or was serving at the request of the corporation in another capacity, to the fullest extent permitted (in the absence of rights granted under articles of incorporation, bylaws, or a contractual agreement) by the Michigan Business Corporation Act. The corporation may further indemnify directors, and may indemnify persons who are not directors, to the extent authorized by bylaw, resolution of the board of directors, or contractual agreement authorized by the board of directors. A change in the Michigan Business Corporation Act, these Articles, or the bylaws that reduces the scope of indemnification shall not apply to any action or omission that occurs before the change.

ARTICLE VIII

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, except that a director's liability is not limited for:

- (1) a breach of the director's duty of loyalty to the corporation or its shareholders;
- (2) an act or omission not in good faith or that involve intentional misconduct or knowing violation of law;
- (3) a violation of Section 551(1) of the Michigan Business Corporation Act, which section relates to the making of unlawful dividends, distributions, or loans; or
- (4) a transaction from which the director derived an improper personal benefit.

If the Michigan Business Corporation Act is amended to further eliminate or limit the liability of a director, then a director of the corporation (in addition to the circumstances in which a director is not personally liable as set forth in the preceding paragraph) shall, to the fullest extent permitted by the Michigan Business Corporation Act, as so amended, not be liable to the corporation or its shareholders. An amendment to or modification or repeal of this Article shall not increase the liability of any director of the corporation for or with respect to any act or omission that occurred before the amendment, modification or repeal.

This Article applies only to acts or omissions and to breaches of fiduciary duty occurring after this Article became effective.

ARTICLE IX

The corporation may amend or repeal any provision contained in these Articles and add Articles in the manner prescribed by statute.

5. These Restated Articles of Incorporation were duly adopted on the 18 day of November, 1990, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and further amend the provisions of the Articles of Incorporation and were duly adopted by the shareholders of the corporation. The necessary number of shares as required by statute were voted in favor of these Restated Articles.

Signed this 18 day of November, 1990.

CENTRAL SANITARY LANDFILL, INC.

By /s/ James L. McCormick
Its President

**BY-LAWS
OF
CENTRAL SANITARY LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be Central Sanitary Landfill, Inc., c/o USA Waste Services, Inc., 1001 Fannin, Suite 4000, Houston, Texas 77002.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Michigan, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meetings of stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect directors and transact such other business as may properly be brought before the meeting. Written notice of each annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Special meetings of stockholders may be called by the President or the Board of Directors. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any

business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three (3) years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholders and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than one director, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. At each annual meeting of stockholders beginning with the first, successor directors shall be elected. Each director shall hold office until the ensuing meeting and until such director's successor is elected and qualified or until such director's earlier death, resignation, or removal.

Directors of the Corporation may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Corporation's Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Michigan. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the time of the meeting, by telephone, electronic facsimile or telegram not less than twenty-four (24) hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Corporation's Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any

absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The offices of the Corporation shall be chosen by the Board of Directors and shall be a President and a Secretary. The Board of Directors, in its discretion, may also choose one Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Corporation's Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and other compensation of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. The President. The President shall be the chief executive officer and the chief operating officer of the Corporation, shall have general direction of the business and affairs of the Corporation and general supervision over its several officers, subject, however, to the control of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with the Secretary or Assistant Secretary, certificates representing shares of stock of the Corporation. The President shall execute and deliver, in the name and on behalf of the Corporation, (i) contracts or other instruments authorized by the Board of Directors and (ii) contracts or instruments in the usual and regular course of business except in cases when the execution and delivery thereof shall be expressly delegated or permitted by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these Bylaws.

Section 5. Vice Presidents. Vice Presidents, if there be any, shall perform such duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors. The Vice President may sign certificates of stock of the Corporation. In the absence or disability of the President, a Vice President may preside at meetings of the stockholders and the Board of Directors.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings

of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Treasurer. The Treasurer, if there be one, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 8. Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or a Vice President and (ii) by the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder of stock in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Corporation's Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if there shall be one, shall be in such form as the Board of Directors may prescribe.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings Other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer, of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such directors or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been

successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Michigan for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding may be required by the Board of Directors to be paid (upon such terms and conditions, if any, as the Board deems appropriate) by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The

indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 of Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Michigan, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors and officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such indemnification relates to such person's acts while serving in any of the foregoing capacities, of such constituent corporation, as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director or officer of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this

Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX AMENDMENTS

Section 1. Except as otherwise provided in the Corporation's Certificate of Incorporation, these By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. Except as otherwise provided in the Corporation's Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

ARTICLES OF ORGANIZATION
OF
CENTRAL VIRGINIA PROPERTIES, LLC

I.

The name of the Limited Liability Company is CENTRAL VIRGINIA PROPERTIES, LLC.

This 23rd day of February, 2004.

By: /s/ Tim M. Benter
ORGANIZER

Tim M. Benter
(PRINT NAME)

SECRETARY OF STATE
2004 FEB 24 P2:45
CORPORATIONS DIVISION



CATHY COX
Secretary of State

**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.sos.state.ga.us/corporations>

**TRANSMITTAL INFORMATION
GEORGIA LIMITED LIABILITY COMPANY**

WARREN RARY
Director

QUINTILIS B. ROBINSON
Deputy Director

DO NOT WRITE IN SHADED AREA — SOS USE ONLY

DOCKET # _____ PENDING # _____ CONTROL # _____

DOCKET CODE _____ DATE FILED _____ AMOUNT RECEIVED _____ CHECK/RECEIPT # _____

TYPE CODE _____ EXAMINER _____ JURISDICTION (COUNTY) CODE _____

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. _____

LLC Name Reservation Number
Central Virginia Properties, LLC
LLC Name

2. Tim M. Benter 954-769-2400

Applicant/Attorney Telephone Number
110 S.E. 6th Street, 28th Floor
Address
Fort Lauderdale FL 33301
City State Zip Code

3. 110 S.E. 6th Street, 28th Floor

Principal Office Mailing Address
Fort Lauderdale FL 33301
City State Zip Code

4. Corporation Process Company

Name of Registered Agent in Georgia
c/o Corporation Process Company, 180 Cherokee Street, N.E.
Registered Office Street Address in Georgia
Marietta Cobb GA 30060
City County State Zip Code

5. Name and Address of each organizer (Attach additional sheets if necessary)

Tim M. Benter	110 S.E. 6th Street, 28th Floor	Fort Lauderdale	FL	33301
Organizer	Address	City	State	Zip Code
Organizer	Address	City	State	Zip Code

6. Mail or deliver to the Secretary of State, at the above address, the following:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Organization
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

/s/ Tim M. Benter

Authorized Signature Tim M. Benter
Member, Manager Organizer or Attorney-in-fact (Circle one)

February 23, 2004

Date

**OPERATING AGREEMENT
FOR
CENTRAL VIRGINIA PROPERTIES, LLC**

THIS OPERATING AGREEMENT (the "Agreement") of CENTRAL VIRGINIA PROPERTIES, LLC, a Georgia limited liability company (the "Company"), is made and entered into on February 24, 2004, by Republic Services of Georgia, Limited Partnership ("RS of GA"). The Company was organized as a limited liability company under the Official Code of Georgia Annotated (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Organization ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that Tim M. Benter was the "organizer" for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RS OF GA is, and has been admitted as the sole member of the Company, and that RS OF GA's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
- (b) To Members to repay any loans to the Company;
- (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation § 1.704-1 (b)(2)(ii)(b)(2); and
- (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Georgia.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings: Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall

apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on February 24 , 2004.

REPUBLIC SERVICES OF GEORGIA,
LIMITED PARTNERSHIP

By: it's General Partner
REPUBLIC SERVICES OF GEORGIA GP, LLC

By: /s/ David A. Barclay
David A. Barclay
Title: Vice President & Secretary

SCHEDULE I
TO THE OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Official Code of Georgia Annotated, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“**Operating Agreement**” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Number of Units</u>
Republic Services of Georgia, Limited Partnership, a Delaware limited partnership	\$1.00	1

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
DEC - 9 1988
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION
OF
CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS

1. The name of this Corporation is: CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS.
2. The purpose of this Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.
3. The name and address in this State of this Corporation's initial agent for the service of process is: Donald W. Littlejohn, c/o LITTLEJOHN & WESTFALL & ABEL, Attorneys at Law, 519 Jay Street, Colusa, California 95932.
4. This Corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total authorized number of such shares which may be issued is 50,000 shares.

Dated: December 9, 1988

/s/ Bill E. Charter, Jr.
BILL E. CHARTER, JR.

I declare that I am the person who executed the above Articles of Incorporation and such instrument is my act and deed.

/s/ Bill E. Charter, Jr.
BILL E. CHARTER, JR.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
FEB - 5 1991
MARCH FONG EU, Secretary of State

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF

CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS

BILL E. CHARTER, JR. and WILLIAM E. CHARTER, SR. certify that:

1. They are the President and Secretary of CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS, a California corporation.
2. The following amendment to the articles of incorporation of the corporation has been duly approved by the board of directors of the corporation:

“RESOLVED: That Article 4 of the Articles of Incorporation is amended to read as follows: This Corporation is authorized to issue only one class of shares, which shall be designated “common” shares. The total authorized number of such shares which may be issued is 5,000,000 shares.”

3. The amendment was duly approved by the required vote of shareholders in accordance with section 902 of the California Corporations Code. The total number of outstanding shares entitled to vote with respect to the amendment was 15,000, the favorable vote of a majority of such shares is required to approve the amendment, and the number of such shares voting in favor of the amendment equaled or exceeded the required vote.

/s/ Bill E. Charter, Jr.,

Bill E. Charter, Jr.,
President

/s/ William E. Charter, Sr.,

William E. Charter, Sr.,
Secretary

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his or her own knowledge, and that this declaration was executed on January 23, 1991 at Colusa, California

/s/ Bill E. Charter, Jr.,

Bill E. Charter, Jr.,
President

/s/ William E. Charter, Sr.,

William E. Charter, Sr.,
Secretary

**CERTIFICATE OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS
A California Corporation**

ROBERT V. COLE certifies that:

1. He is the President and Secretary, respectively, of CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS, a California corporation.

2. Article 3 of the Articles of Incorporation of the corporation is hereby amended in its entirety to read as follows:

“4. The name and address in the State of California of this corporation’s initial agent for service of process is: Robert V. Cole, 5275 Colt Street, Ventura, California 93003.”

3. The amendment has been approved by the Board of Directors.

4. The amendment has been approved by the required vote of the shareholders in accordance with section 902 of the California Corporations Code. The total number of outstanding shares entitled to vote with respect to the amendment was Five Hundred Sixty Five Thousand (565,000), the favorable vote of majority of such shares is required to approve the amendment and the number of such shares voting in favor of the amendment was Five Hundred Sixty Five Thousand (565,000), thus exceeding the required vote.

DATED: May 18, 1994

/s/ Robert V. Cole
ROBERT V. COLE, President

DATED: May 18, 1994

/s/ Robert V. Cole
ROBERT V. COLE, Secretary

The undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct of his own knowledge and that this Certificate was executed on the 18 day of May, 1994, at Ventura, County of Ventura, California.

/s/ Robert V. Cole
ROBERT V. COLE

**AMENDED AND RESTATED BYLAWS
OF
CHARTER EVAPORATION RESOURCE RECOVERY SYSTEMS
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10, Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11, Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
LOGAN WASTE CONTROL, INC.

The undersigned, desiring to form a corporation for profit under Chapter 1701 of the Ohio Revised Code, does hereby certify:

FIRST: The name of the corporation shall be Logan Waste Control, Inc.

SECOND: The place in Ohio where the principal office of the corporation is to be located is the City of Plain City, County of Madison.

THIRD: The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Ohio Revised Code.

FOURTH: The authorized number of shares of the corporation shall be 750, all of which shall be common shares, each without par value.

FIFTH: The amount of stated capital with which the corporation will begin business shall be \$500.

SIXTH: The directors of the corporation shall have the power to cause the corporation from time to time and at any time to purchase, hold, sell, transfer or otherwise deal with (A) shares of any class or series issued by it, (B) any security or other obligation of the corporation which may confer upon the

holder thereof the right to convert the same into shares of any class or series authorized by the articles of the corporation, and (C) any security or other obligation which may confer upon the holder thereof the right to purchase shares of any class or series authorized by the articles of the corporation. The corporation shall have the right to purchase shares of any class or series authorized by the articles of the corporation. The corporation shall have the right to repurchase, if and when any shareholder desires to sell, or on the happening of any event is required to sell, shares of any class or series issued by the corporation. The authority granted in this Article Sixth of these articles shall not limit the plenary authority of the directors to purchase, hold, sell, transfer or otherwise deal with shares of any class or series, securities, or other obligations issued by the corporation or authorized by its articles.

SEVENTH: A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as vendor, purchaser, employee, agent or otherwise. No contract or transaction shall be void or voidable with respect to the corporation for the reason that it is between the corporation and one or more of its directors or officers, or between the corporation and any other person in which one or more of its directors or officers are directors, trustees, or officers, or have a financial or personal interest, or for the reason that one or more interested directors or officers participated in or voted at the meeting of the directors

or a committee thereof which authorized such contract or transaction, if in any such case (A) the material facts as to the relationship or interest of such director, officer or other person and as to the contract or transaction are disclosed or are known to the directors or the committee, or such members thereof as shall be present at any meeting at which action upon any such contract or transaction shall be taken, and the directors or committee, in good faith reasonably justified by such facts, authorized the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors constitute less than a quorum; or (B) the material facts as to the relationship or interest of such director, officer or other person and as to the contract or transaction are disclosed or known to the shareholders entitled to vote thereon and the contract or transaction is specifically approved at a meeting of the shareholders held for such purpose by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation held by persons not interested in the contract or transaction; or (C) the contract or transaction is fair as to the corporation as of the time it is authorized or approved by the directors, a committee thereof, or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at any meeting of the directors, or of a committee thereof, which authorizes the contract or transaction.

EIGHTH: The directors of the corporation may adopt an amendment to the articles in respect of any unissued or treasury shares of any class and thereby fix or change: the division of such shares into series and the designation and authorized number of shares of each series; the dividend rate; the dates of payment of dividends and the dates from which they are cumulative; liquidation price; redemption rights and price; sinking fund requirements; conversion rights; and restrictions on the issuance of shares of any class or series.

NINTH: No shareholder of the corporation shall have, as a matter of right, the pre-emptive right to purchase or subscribe for shares of any class, now or hereafter authorized, or to purchase or subscribe for securities or other obligations convertible into or exchangeable for such shares or which by warrants or otherwise entitle the holders thereof to subscribe for or purchase any such share.

TENTH: Notwithstanding any provision of the Ohio Revised Code requiring for any purpose the vote, consent, waiver or release of the holders of shares of the corporation entitling them to exercise two-thirds or any other proportion of the voting power of the corporation or of any class or classes of shares thereof, such action, unless expressly provided otherwise by statute, may be taken by the vote, consent, waiver or release of the holders of shares entitling them to exercise not less than a majority of the voting power of the corporation or of such class or classes.

IN WITNESS WHEREOF, I have hereunto signed my name this 22nd day of December, 1982.

/s/ Donald J. Shuller
Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of Logan Waste Control, Inc., hereby appoints Phillip M. Kabealo, a natural person resident in the State of Ohio the statutory agent upon whom any process, notice or demand required or permitted by complete address is:

7240 Industrial Parkway
City of Plain City
Madison County, Ohio 43064

/s/ Donald J. Shuller
Donald J. Shuller

Columbus, Ohio
December 22, 1982

CERTIFICATE OF AMENDMENT
BY THE INCORPORATOR
(SEC. 1701.70 (A) R.C.)
TO ARTICLES OF
LOGAN WASTE CONTROL, INC.

APPROVED
By: AT
Date: 2/8/83
Amount: 35.00

I am the sole incorporator of the above-named corporation and do certify that subscriptions to shares having not been received in such amount that the stated capital of such shares is at least equal to the stated capital set forth in the articles as that with which the corporation will begin business and that I have elected to amend article TENTH and add article ELEVENTH to said articles as follows:

TENTH: Notwithstanding any provision of the Ohio Revised Code requiring for any purpose the vote, consent, waiver or release of the holders of shares of the corporation entitling them to exercise two-thirds of any other proportion of the voting power of the corporation or of any class or classes of shares thereof, except as provided in Article ELEVENTH, such action, unless expressly provided otherwise by statute, may be taken by the vote, consent, waiver or release of the holders of shares entitling them to exercise not less than a majority of the voting power of the corporation or of such class or classes.

ELEVENTH: Notwithstanding any other provision of these Articles to the contrary or any provision of the Ohio Revised Code, the Corporation shall not issue, sell, dispose of or receive subscriptions for any of its shares, including treasury shares, without the affirmative consent, vote or approval of the holders of 100% of the shares of the Corporation then issued and outstanding. This Article ELEVENTH may be amended only with the affirmative vote of the holders of 100% of the issued and outstanding shares of the Corporation.

IN WITNESS, WHEREOF, I, being the sole incorporator of the above-named corporation, have hereunto subscribed my name this 4th day of February, 1983.

/s/ Donald J. Shuller

Incorporator

CERTIFICATE OF MERGER

OF

LOGAN WASTE CONTROL, INC.

(an Ohio corporation)

and

LAILAW WASTE SYSTEMS (BELLEFONTAINE) INC.

(an Ohio corporation)

APPROVED
By: D. BURNS
Date: 10-02-87
Amount: \$50.00

A copy of the signed Agreement of Merger attached hereto, marked as Annex I for identification and incorporated by reference herein, was duly adopted:

- (1) By the Board of Directors of Laidlaw Waste Systems (Bellefontaine) Inc. by an action taken in writing and executed by all of the directors of that corporation on September 21, 1987 in accordance with Ohio Revised Code Section 1701.54;
 - (2) By the holder of all of the voting shares of Laidlaw Waste Systems (Bellefontaine) Inc. by an action taken in writing and executed by the sole shareholder of that corporation on September 21, 1987 in accordance with Ohio Revised Code Section 1701.54;
 - (3) By the Board of Directors of Logan Waste Control, Inc. at a meeting held on September 21, 1987;
 - (4) By the holders of not less than two-thirds of the voting shares of Logan Waste Control, Inc. at a meeting held on September 28, 1987.
-

Said Agreement of Merger provides that:

(A) Laidlaw Waste Systems (Bellefontaine) Inc. shall merge with and into Logan Waste Control, Inc. and shall thereupon cease to have a separate existence;

(B) Logan Waste Control, Inc. shall be the sole surviving corporation in the merger;

(C) All holders of fully-paid common shares of Logan Waste Control, Inc. at the time of the merger (other than Laidlaw Waste Systems (Bellefontaine) Inc.) shall be entitled to receive cash in the amount of \$87,878 per share in substitution for each share of Logan Waste Control, Inc. held by them;

(D) Each common share of Logan Waste Control, Inc. held by Laidlaw Waste Systems (Bellefontaine) Inc. at the effective date of the merger shall, automatically and without further action by either Logan Waste Control, Inc. or Laidlaw Waste Systems (Bellefontaine) Inc., constitute one common share of the surviving corporation;

(E) The holder of all of the common shares of Laidlaw Waste Systems (Bellefontaine) Inc. at the time of the merger shall be issued, automatically and without further action of either Logan Waste Control, Inc. or Laidlaw Waste Systems (Bellefontaine) Inc., one common share of Logan Waste Control, Inc. in substitution for each issued share of Laidlaw Waste Systems (Bellefontaine) Inc. held by it; and

(F) The merger shall be effective upon the filing of this certificate with the Secretary of State of Ohio.

The undersigned have caused this Certificate of Merger to be executed to be effective as of September 28, 1987.

LOGAN WASTE CONTROL, INC.
an Ohio corporation

By /s/ Donald E. Koogler
Its President (Donald E. Koogler)

Attests:

/s/ Dick van Wyck
Its Secretary (Dick van Wyck)

LAILAW WASTE SYSTEMS
(BELLEFONTAINE) INC.
an Ohio corporation

By /s/ Donald E. Koogler
Donald E. Koogler, Executive
Vice President

Attest:

/s/ Dick van Wyck
Dick van Wyck, Assistant Secretary

AGREEMENT OF MERGER

This Agreement of Merger (sometimes hereinafter called the "MERGER AGREEMENT"), dated as of September 28, 1987, between LOGAN WASTE CONTROL, INC., an Ohio corporation (sometimes hereinafter called "LOGAN"), and LAIDLAW WASTE SYSTEMS (BELLEFONTAINE) INC., an Ohio corporation (sometimes hereinafter called "LAIDLAW") (LOGAN and LAIDLAW sometimes hereinafter collectively referred to as the "CONSTITUENT CORPORATIONS"):

WITNESSETH:

WHEREAS, the Board of Directors of each of the CONSTITUENT CORPORATIONS deems it advisable and in the best interests of their respective corporation and shareholder(s) that the CONSTITUENT CORPORATIONS be merged; and

WHEREAS, the Board of Directors of each of the CONSTITUENT CORPORATIONS has approved the MERGER AGREEMENT by resolutions duly adopted by each such Board of Directors;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, it is hereby agreed between the CONSTITUENT CORPORATIONS that the terms and conditions of the merger contemplated by this MERGER AGREEMENT (sometimes hereinafter called the "MERGER"), and the mode of carrying the MERGER into effect, shall be as follows:

ARTICLE ONE

The Surviving Corporation

Section 1.01. At the time when the MERGER shall become effective (sometimes hereinafter called the "MERGER DATE") LAIDLAW shall merge with and into LOGAN, and LOGAN shall be the continuing and surviving corporation in the MERGER, shall continue to exist under the laws of the State of Ohio, and shall be the only one of the CONSTITUENT CORPORATIONS to continue its separate corporate existence after the MERGER DATE. As used in this MERGER AGREEMENT, the term "SURVIVING CORPORATION" refers to LOGAN at and after the MERGER DATE.

Section 1.02. The name of the SURVIVING CORPORATION Shall be LAIDLAW WASTE SYSTEMS (BELLEFONTAINE) INC.

Section 1.03. The Articles of Incorporation of LAIDLAW, attached hereto as Exhibit A and incorporated by reference herein, shall be the articles of the SURVIVING CORPORATION until amended in accordance with law.

Section 1.04. The Code of Regulations of LAIDLAW existing at the MERGER DATE shall be the regulations of the SURVIVING CORPORATION until changed in accordance with law.

Section 1.05. The directors of LAIDLAW at the MERGER DATE shall be the directors of the SURVIVING CORPORATION until changed in accordance with law.

Section 1.06. The officers of LAIDLAW at the MERGER DATE shall be the officers of the SURVIVING CORPORATION until changed in accordance with law.

Section 1.07. The name and address of the statutory agent upon whom any process, notice or demand against any CONSTITUENT CORPORATION or the SURVIVING CORPORATION may be served are:

CT Corporation System
813 Carew Tower
Hamilton County
Cincinnati, Ohio 45202

ARTICLE TWO

Distributions to Shareholders

Section 2.01. The manner and basis of making distributions to shareholders of the CONSTITUENT CORPORATIONS in extinguishment of and in substitution for their shares of the CONSTITUENT CORPORATIONS shall be as set forth in this Article Two.

Section 2.02. At the MERGER DATE and as a result of the MERGER, each of the issued common shares, without par value, of LOGAN shall, automatically and without further act of either of the CONSTITUENT CORPORATIONS or of the holder thereof, be extinguished and shall cease to exist (other than any share held by LAIDLAW); and in substitution for each LOGAN share so extinguished (other than any such share held by LAIDLAW), the holder thereof shall be entitled to receive \$87,878 per share in cash (without interest) from the SURVIVING CORPORATION; and each holder of a certificate or certificates which, prior to the MERGER, represented one or more common shares of LOGAN that have been so extinguished as a result of the MERGER shall cease to have any rights with respect to such shares, except the right to

receive \$87,878 per share in cash (without interest) for each such share upon the surrender of such certificate or certificates to the SURVIVING CORPORATION.

Section 2.03. At the MERGER DATE and as a result of the MERGER, each of the issued common shares, without par value, of LOGAN held by LAIDLAW shall, automatically and without further act of either of the CONSTITUENT CORPORATIONS or of the holder thereof, constitute one common share, without par value, of the SURVIVING CORPORATION.

Section 2.04. At the MERGER DATE and as a result of the MERGER, the holder of each of the issued common shares, without par value, of LAIDLAW shall, automatically and without further act of either of the CONSTITUENT CORPORATIONS or of the holder thereof, be issued one common share, without par value, of the SURVIVING CORPORATION in substitution for each issued share of LAIDLAW held by it.

Section 2.05. Anything contained in this MERGER AGREEMENT or elsewhere to the contrary notwithstanding, if any person shall perfect dissenter's rights in respect of one or more shares of LOGAN in accordance with Ohio Revised Code §1701.85 (sometimes hereinafter called the "STATUTE"), then:

- (A) Each such share of LOGAN shall nevertheless be deemed to be cancelled at the MERGER DATE as provided elsewhere in this MERGER AGREEMENT; and
- (B) Each person perfecting such dissenter's rights shall thereafter have only such rights (and shall

have such obligations) as are provided in the STATUTE, and [unless such rights and such obligations of such person are terminated in accordance with division (D) of the STATUTE] the SURVIVING CORPORATION shall not be required to make any cash payment otherwise to be made by it to such person in substitution for each such common share of LOGAN in accordance with this MERGER AGREEMENT.

ARTICLE THREE

Termination and Abandonment; Amendment

Section 3.01. The MERGER contemplated by this MERGER AGREEMENT may be terminated and abandoned by the Board of Directors of LAIDLAW at any time prior to the MERGER DATE and for any reason, without notice of such action to LOGAN.

Section 3.02. From time to time and at any time prior to the MERGER DATE, this MERGER AGREEMENT may be amended by an agreement in writing executed in the same manner as this MERGER AGREEMENT, after authorization of such action by the Board of Directors of the CONSTITUENT CORPORATIONS, but no such amendment shall materially and adversely alter or change the rights and obligations of the shareholders of LOGAN or LAIDLAW without their approval or be prohibited by law.

ARTICLE FOUR

Effective Date of MERGER

Section 4.01. After this MERGER AGREEMENT shall have been duly adopted by the Board of Directors and by the shareholders of each of the CONSTITUENT CORPORATIONS, each of the CONSTITUENT CORPORATIONS shall cause a Certificate of Merger (in the form required by Ohio Revised Code §1701.81) to be executed and filed with the Secretary of State of Ohio, and the MERGER shall become effective upon such filing.

ARTICLE FIVE

Miscellaneous

Section 5.01. This MERGER AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together, shall be deemed to constitute a single instrument.

Section 5.02. The captions contained in this MERGER AGREEMENT are included only for convenience of reference and do not define, limit, explain or modify this MERGER AGREEMENT or its interpretation, construction or meaning and are in no way to be construed as a part of this MERGER AGREEMENT.

Section 5.03. This MERGER AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 5.04. This MERGER AGREEMENT shall inure to the benefit of and be binding upon the respective successors and

assigns (including successive, as well as immediate, successors and assigns) of the parties hereto.

Section 5.05. The number and gender of each pronoun used in this MERGER AGREEMENT shall be construed to mean such number and gender as the context, circumstances or its antecedent may require.

IN WITNESS WHEREOF, this MERGER AGREEMENT has been executed on behalf of the CONSTITUENT CORPORATIONS and executed by their officers duly authorized in the premises.

LOGAN WASTE CONTROL, INC.,
an Ohio corporation

By /s/ Donald E. Koogler
Its President (Donald E. Koogler)

ATTEST:

By /s/ Dick van Wyck
Its Secretary (Dick van Wyck)

LIDLAW WASTE SYSTEMS
(BELLEFONTAINE) INC.,
an Ohio corporation

By /s/ Donald E. Koogler
Donald E. Koogler, Executive
Vice President

ATTEST:

By /s/ Dick van Wyck
Dick van Wyck, Assistant Secretary

ARTICLES OF INCORPORATION
OF
LAIDLAW WASTE SYSTEMS (BELLEFONTAINE) INC.

The undersigned, desiring to form a corporation for profit under Chapter 1701 of the Ohio Revised Code, does hereby certify:

FIRST: The name of the corporation shall be Laidlaw Waste Systems (Bellefontaine) Inc.

SECOND: The place in Ohio where the principal office of the corporation is to be located is in the City of Columbus, County of Franklin.

THIRD: The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98 of the Ohio Revised Code.

FOURTH: The authorized number of shares of the corporation shall be 750, all of which shall be common shares, each without par value.

FIFTH: The directors of the corporation shall have the power to cause the corporation from time to time and at any time to purchase, hold, sell, transfer or otherwise deal with (A) shares of any class or series issued by it, (B) any security or other obligation of the corporation which may confer upon the holder thereof the right to convert the same into shares of any class or series authorized by the articles of the corporation,

and (C) any security or other obligation which may confer upon the holder thereof the right to purchase shares of any class or series authorized by the articles of the corporation. The corporation shall have the right to repurchase, if and when any shareholder desires to sell, or on the happening of any event is required to sell, shares of any class or series issued by the corporation. The authority granted in this Article Fifth of these articles shall not limit the plenary authority of the directors to purchase, hold, sell, transfer or otherwise deal with shares of any class or series, securities, or other obligations issued by the corporation or authorized by its articles.

SIXTH: No shareholder of the corporation shall have, as a matter of right, the pre-emptive right to purchase or subscribe for shares of any class, now or hereafter authorized, or to purchase or subscribe for securities or other obligations convertible into or exchangeable for such shares or which by warrants or otherwise entitle the holders thereof to subscribe for or purchase any such share.

SEVENTH: Notwithstanding any provision of the Ohio Revised Code requiring for any purpose the vote, consent, waiver or release of the holders of shares of the corporation entitling them to exercise two-thirds or any other proportion of the voting power of the corporation or of any class or classes of shares thereof, such action, unless expressly provided otherwise by statute, may be taken by the vote, consent, waiver or release of the holders of shares entitling them to exercise not less than a

majority of the voting power of the corporation or of such class or classes.

IN WITNESS WHEREOF, I have hereunto signed my name this 11th day of September, 1987.

/s/ Thomas E. Szykowny
Thomas E. Szykowny, Incorporator

REGULATIONS
OF
LOGAN WASTE CONTROL, INC.

ARTICLE ONE
MEETINGS OF SHAREHOLDERS

Section 1.01. Annual Meetings. The annual meeting of the shareholders for the election of directors, for the consideration of reports to be laid before such meeting and for the transaction of such other business as may properly come before such meeting, shall be held on the second Tuesday of April in each year or on such other date as may be fixed from time to time by the directors.

Section 1.02. Calling of Meetings. Meetings of the shareholders may be called only by the chairman of the board, the president, or, in case of the president's absence, death, or disability, the vice president authorized to exercise the authority of the president; the secretary; the directors by action at a meeting, or a majority of the directors acting without a meeting; or the holders of at least 20% of all shares outstanding and entitled to vote thereat.

Section 1.03. Place of Meetings. All meetings of shareholders shall be held at the principal office of the corporation, unless otherwise provided by action of the directors. Meetings of shareholders may be held at any place within or without the State of Ohio.

Section 1.04. Notice of Meetings. (A) Written notice stating the time, place and purposes of a meeting of the shareholders shall be given either by personal delivery or by mail not less than seven nor more than sixty days before the date of the meeting, (1) to each shareholder of record entitled to notice of the meeting, (2) by or at the direction of the president or the secretary. If mailed, such notice shall be addressed to the shareholder at his address as it appears on the records of the corporation. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of shares after the record date for determining the shareholders who are entitled to receive notice of a meeting of shareholders, it shall not be necessary to give notice to the transferee. Nothing herein contained shall prevent the setting of a record date in the manner provided by law, the Articles or the Regulations for the determination of shareholders who are entitled to receive notice of or to vote at any meeting of shareholders or for any purpose required or permitted by law.

(B) Following receipt by the president or the secretary of a request in writing, specifying the purpose or purposes for which the persons properly making such request have called a meeting of the shareholders, delivered either in person or by registered mail to such officer by any persons entitled to call a meeting of shareholders, such officer shall cause to be given to the shareholders entitled thereto notice of a meeting to be held on a date not less than seven nor more than sixty days

after the receipt of such request, as such officer may fix. If such notice is not given within fifteen days after the receipt of such request by the president or the secretary, then, and only then, the persons properly calling the meeting may fix the time of meeting and give notice thereof in accordance with the provisions of the Regulations.

Section 1.05. Waiver of Notice. Notice of the time, place and purpose or purposes of any meeting of shareholders may be waived in writing, either before or after the holding of such meeting, by any shareholders, which writing shall be filed with or entered upon the records of such meeting. The attendance of any shareholder, in person or by proxy, at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by such shareholder of notice of such meeting.

Section 1.06. Quorum. At any meeting of shareholders, the holders of a majority of the voting shares of the corporation then outstanding and entitled to vote thereat, present in person or by proxy, shall constitute a quorum for such meeting. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, or the chairman of the board, the president, or the officer of the corporation acting as chairman of the meeting, may adjourn such meeting from time to time, and if a quorum is present at such adjourned meeting any business may be transacted as if the meeting had been held as originally called.

Section 1.07. Votes Required. At all elections of directors the candidates receiving the greatest number of votes shall be elected. Any other matter submitted to the shareholders for their vote shall be decided by the vote of such proportion of the shares, or of any class of shares, or of each class, as is required by law, the Articles or the Regulations.

Section 1.08. Order of Business. The order of business at any meeting of shareholders shall be determined by the officer of the corporation acting as chairman of such meeting unless otherwise determined by a vote of the holders of a majority of the voting shares of the corporation then outstanding, present in person or by proxy, and entitled to vote at such meeting.

Section 1.09. Shareholders Entitled to Vote. Each shareholder of record on the books of the corporation on the record date for determining the shareholders who are entitled to vote at a meeting of shareholders shall be entitled at such meeting to one vote for each share of the corporation standing in his name on the books of the corporation on such record date. The directors may fix a record date for the determination of the shareholders who are entitled to receive notice of and to vote at a meeting of shareholders, which record date shall not be a date earlier than the date on which the record date is fixed and which record date may be a maximum of sixty days preceding the date of the meeting of shareholders.

Section 1.10. Cumulative Voting. If notice in writing shall be given by a shareholder to the president, a vice president

or the secretary of the corporation, not less than forty-eight hours before the time fixed for holding a meeting of the shareholders for the purpose of electing directors if notice of such meeting shall have been given at least ten days prior thereto, and otherwise not less than twenty-four hours before such time, that such shareholder desires that the voting at such election shall be cumulative, and if an announcement of the giving of such notice is made upon the convening of the meeting by the chairman or secretary or by or on behalf of the shareholder giving such notice, each shareholder shall have the right to cumulate such voting power as he possesses and to give one candidate as many votes as is determined by multiplying the number of directors to be elected by the number of votes to which such shareholder is entitled, or to distribute such number of votes on the same principle among two or more candidates, as he sees fit.

Section 1.11. Proxies. At meetings of the shareholders any shareholder of record entitled to vote thereat may be represented and may vote by a proxy or proxies appointed by an instrument in writing signed by such shareholder, but such instrument shall be filed with the secretary of the meeting before the person holding such proxy shall be allowed to vote thereunder. No proxy shall be valid after the expiration of eleven months after the date of its execution, unless the shareholder executing it shall have specified therein the length of time it is to continue in force.

Section 1.12. Inspectors of Election. In advance of any meeting of shareholders, the directors may appoint inspectors of election to act at such meeting or any adjournment thereof; if inspectors are not so appointed, the officer of the corporation acting as chairman of any such meeting may make such appointment. In case any person appointed as inspector fails to appear or act, the vacancy may be filled only by appointment made by the directors in advance of such meeting or, if not so filled, at the meeting by the officer of the corporation acting as chairman of such meeting. No other person or persons may appoint or require the appointment of inspectors of election.

ARTICLE TWO

DIRECTORS

Section 2.01. Authority and Qualifications. Except where the law, the Articles or the Regulations otherwise provide, all authority of the corporation shall be vested in and exercised by its directors. Directors need not be shareholders of the corporation.

Section 2.02. Number of Directors and Term of Office.

(A) Until changed in accordance with the provisions of the Regulations, the number of directors of the corporation shall be three. Each director shall be elected to serve until the next annual meeting of shareholders and until his successor is duly elected and qualified or until his earlier resignation, removal from office, or death.

(B) The number of directors may be fixed or changed at a meeting of the shareholders called for the purpose of electing directors at which a quorum is present, only by the affirmative vote of the holders of not less than a majority of the voting shares which are represented at the meeting, in person or by proxy, and entitled to vote on such proposal.

(C) The directors may fix or change the number of directors and may fill any director's office that is created by an increase in the number of directors; provided, however, that the directors may not increase the number of directors to more than five nor reduce the number of directors to less than three.

(D) No reduction in the number of directors shall of itself have the effect of shortening the term of any incumbent director.

Section 2.03. Election. At each annual meeting of shareholders for the election of directors, the successors to the directors whose term shall expire in that year shall be elected, but if the annual meeting is not held or if one or more of such directors are not elected thereat, they may be elected at a special meeting called for that purpose. The election of directors shall be by ballot whenever requested by the presiding officer of the meeting or by the holders of a majority of the voting shares outstanding, entitled to vote at such meeting and present in person or by proxy, but unless such request is made, the election shall be viva voce.

Section 2.04. Removal. A director or directors may be removed from office, with or without assigning any cause, only by the vote of the holders of shares entitling them to exercise not less than a majority of the voting power of the corporation to elect directors in place of those to be removed. In case of any such removal, a new director may be elected at the same meeting for the unexpired term of each director removed. Failure to elect a director to fill the unexpired term of any director removed shall be deemed to create a vacancy in the board.

Section 2.05. Vacancies. Vacancies in the board may be filled in the manner provided by law, the Articles or the Regulations.

Section 2.06. Meetings. A meeting of the directors shall be held immediately following the adjournment of each annual meeting of shareholders at which directors are elected, and notice of such meeting need not be given. The directors shall hold such other meetings as may from time to time be called, and such other meetings of directors may be called only by the chairman of the board, the president, or any two directors. All meetings of directors shall be held at the principal office of the corporation in the City of Plain City or at such other place within or without the State of Ohio, as the directors may from time to time determine by a resolution. Meetings of the directors may be held through any communications equipment if all persons participating can hear each other and participation in a meeting pursuant to this provision shall constitute presence at such meeting.

Section 2.07. Notice of Meetings. Notice of the time and place of each meeting of directors for which such notice is required by law, the Articles, the Regulations or the By-Laws shall be given to each of the directors by at least one of the following methods:

- (A) In a writing mailed not less than three days before such meeting and addressed to the residence or usual place of business of a director, as such address appears on the records of the corporation; or
- (B) By telegraph, cable, radio, wireless, or a writing sent or delivered to the residence or usual place of business of a director as the same appears on the records of the corporation, not later than the day before the date on which such meeting is to be held; or
- (C) Personally or by telephone not later than the day before the date on which such meeting is to be held.

Notice given to a director by any one of the methods specified in the Regulations shall be sufficient, and the method of giving notice to all directors need not be uniform. Notice of any meeting of directors may be given only by the chairman of the board, the president or the secretary of the corporation. Any such notice need not specify the purpose or purposes of the meeting. Notice of adjournment of a meeting of directors need

not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

Section 2.08. Waiver of Notice. Notice of any meeting of directors may be waived in writing, either before or after the holding of such meeting, by any director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any director at any meeting of directors without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

Section 2.09. Quorum. A majority of the whole authorized number of directors shall be necessary to constitute a quorum for a meeting of directors, except that a majority of the directors in office shall constitute a quorum for filling a vacancy in the board. The act of a majority of the directors present at a meeting at which a quorum is present is the act of the board, except as otherwise provided by law, the Articles or the Regulations.

Section 2.10. Executive Committee. The directors may create an executive committee or any other committee of directors, to consist of not less than three directors, and may authorize the delegation to such executive committee or other committees of any of the authority of the directors, however conferred, other than that of filling vacancies among the directors or in the executive committee or in any other committee of the director.

Such executive committee or any other committee of directors shall serve at the pleasure of the directors, shall act only in the intervals between meetings of the directors, and shall be subject to the control and direction of the directors. Such executive committee or other committee of directors may act by a majority of its members at a meeting or by a writing or writings signed by all of its members.

Any act or authorization of an act by the executive committee or any other committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the directors. No notice of a meeting of the executive committee or of any other committee of directors shall be required. A meeting of the executive committee or of any other committee of directors may be called only by the president or by a member of such executive or other committee of directors. Meetings of the executive committee or of any other committee of directors may be held through any communications equipment if all persons participating can hear each other and participation in such a meeting shall constitute presence thereat.

Section 2.11. Compensation. Directors shall be entitled to receive as compensation for services rendered and expenses incurred as directors, such amounts as the directors may determine.

Section 2.12. By-Laws. The directors may adopt, and amend from time to time, By-Laws for their own government, which

By-Laws shall not be inconsistent with the law, the Articles or the Regulations.

ARTICLE THREE

OFFICERS

Section 3.01. Offices. The officers of the corporation to be elected by the directors shall be a president, a secretary, a treasurer, and, if desired, one or more vice presidents and such other officers and assistant officers as the directors may from time to time elect. The directors may elect a chairman of the board, who must be a director. Officers need not be shareholders of the corporation, and may be paid such compensation as the board of directors may determine. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law, the Articles, the Regulations or the By-Laws to be executed, acknowledged, or verified by two or more officers.

Section 3.02. Tenure of Office. The officers of the corporation shall hold office at the pleasure of the directors. Any officer of the corporation may be removed, either with or without cause, at any time, by the affirmative vote of a majority of all the directors then in office; such removal, however, shall be without prejudice to the contract rights, if any, of the person so removed.

Section 3.03. Duties of the Chairman of the Board. The chairman of the board, if any, shall preside at all meetings

of the directors. He shall have such other powers and duties as the directors shall from time to time assign to him.

Section 3.04. Duties of the President. The president shall be the chief executive officer of the corporation and shall exercise supervision over the business of the corporation and shall have, among such additional powers and duties as the directors may from time to time assign to him, the power and authority to sign all certificates evidencing shares of the corporation and all deeds, mortgages, bonds, contracts, notes and other instruments requiring the signature of the president of the corporation. It shall be the duty of the president to preside at all meetings of shareholders.

Section 3.05. Duties of the Vice Presidents. In the absence of the president or in the event of his inability or refusal to act, the vice president, if any (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of their election), shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all restrictions upon the president. The vice presidents shall perform such other duties and have such other powers as the directors may from time to time prescribe.

Section 3.06. Duties of the Secretary. It shall be the duty of the secretary, or of an assistant secretary, if any, in case of the absence or inability to act of the secretary, to keep minutes of all the proceedings of the shareholders and the directors and to make a proper record of the same; to perform

such other duties as may be required by law, the Articles or the Regulations; to perform such other and further duties as may from time to time be assigned to him by the directors or the president; and to deliver all books, paper and property of the corporation in his possession to his successor, or to the president.

Section 3.07. Duties of the Treasurer. The treasurer, or an assistant treasurer, if any, in case of the absence or inability to act of the treasurer, shall receive and safely keep in charge all money, bills, notes, choses in action, securities and similar property belonging to the corporation, and shall do with or disburse the same as directed by the president or the directors; shall keep an accurate account of the finances and business of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, stated capital and shares, together with such other accounts as may be required and hold the same open for inspection and examination by the directors; shall give bond in such sum with such security as the directors may require for the faithful performance of his duties; shall, upon the expiration of his term of office, deliver all money and other property of the corporation in his possession or custody to his successor or the president; and shall perform such other duties as from time to time may be assigned to him by the directors.

ARTICLE FOUR

SHARES

Section 4.01. Certificates. Certificates evidencing ownership of shares of the corporation shall be issued to those entitled to them. Each certificate evidencing shares of the corporation shall bear a distinguishing number; the signatures of the chairman of the board, the president, or a vice president, and of the secretary or an assistant secretary (except that when any such certificate is countersigned by an incorporated transfer agent or registrar, such signatures may be facsimile, engraved, stamped or printed); and such recitals as may be required by law. Certificates evidencing shares of the corporation shall be of such tenor and design as the directors may from time to time adopt and may bear such recitals as are permitted by law.

Section 4.02. Transfers. Where a certificate evidencing a share or shares of the corporation is presented to the corporation or its proper agents with a request to register transfer, the transfer shall be registered as requested if:

(1) An appropriate person signs on each certificate so presented or signs on a separate document an assignment or transfer of shares evidenced by each such certificate, or signs a power to assign or transfer such shares, or when the signature of an appropriate person is written without more on the back of each such certificate; and

(2) Reasonable assurance is given that the indorsement of each appropriate person is genuine and effective; the corporation or its agents may refuse to register a transfer of shares

unless the signature of each appropriate person is guaranteed by a commercial bank or trust company having an office or a correspondent in the City of New York or by a firm having membership in the New York Stock Exchange; and

(3) All applicable laws relating to the collection of transfer or other taxes have been complied with; and

(4) The corporation or its agents are not otherwise required or permitted to refuse to register such transfer.

Section 4.03. Transfer Agents and Registrars. The directors may appoint one or more agents to transfer or to register shares of the corporation, or both.

Section 4.04. Lost, Wrongfully Taken or Destroyed Certificates. Except as otherwise provided by law, where the owner of a certificate evidencing shares of the corporation claims that such certificate has been lost, destroyed or wrongfully taken, the directors must cause the corporation to issue a new certificate in place of the original certificate if the owner:

(1) So requests before the corporation has notice that such original certificate has been acquired by a bona fide purchaser; and

(2) Files with the corporation, unless waived by the directors, an indemnity bond, with surety or sureties satisfactory to the corporation, in such sums as the directors may, in their discretion, deem reasonably sufficient as indemnity against any loss or liability that the corporation may incur by reason of the issuance of each such new certificate; and

(3) Satisfies any other reasonable requirements which may be imposed by the directors, in their discretion.

ARTICLE FIVE

INDEMNIFICATION AND INSURANCE

Section 5.01. Indemnification. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action threatened or instituted directly by the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to

the best interests of the corporation, and with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

Section 5.02. Discretionary Indemnification. The corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit which is threatened or instituted by the corporation directly (rather than a derivative action in the right of the corporation) to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such action or suit of he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the Court of Common Pleas of Madison County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such

expenses as such Court of Common Pleas or such other court shall deem proper.

Section 5.03. Indemnification for Expenses. To the extent that a director, trustee, officer, employee or agent has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.02, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 5.04 Determination Required. Any indemnification under Sections 5.01 and 5.02 (unless ordered by a court) shall be made by the corporation only upon a determination that the indemnification of the director, trustee, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 5.01 and 5.02. Such determination shall be made (A) by the directors by a majority vote of a quorum consisting of directors who were not and are not parties to, or threatened with, such action, suit or proceeding or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested directors so directs, in a written opinion by independent legal counsel, or (C) by the shareholders. Any determination made by the disinterested directors or by independent legal counsel under this Section 5.04 to provide indemnity under Section 5.01 to a person threatened or sued in the right of the corporation (derivatively) shall be promptly communicated to the person who threatened or brought the derivative action or suit in the right of the corporation, and

such person shall have the right, within 10 days after receipt of such notification, to petition the Court of Common Pleas of Madison County, Ohio or the court in which action or suit was brought to review the reasonableness of such determination.

Section 5.05. Advances for Expenses. Expenses (including attorneys' fees) incurred in defending any civil or criminal action, suit, or proceeding referred to in Sections 5.01 and 5.02 may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the directors in the specific case upon receipt of an undertaking by or on behalf of the director, trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article Five.

Section 5.06. Article Five Not Exclusive. The indemnification provided by this Article Five shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles or the Regulations or any agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 5.07. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a

director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article Five.

Section 5.08. Definition of "the Corporation". As used in this Article Five, references to "the corporation" include all constituent corporations in a consolidation or merger and the new or surviving corporation, so that any person who is or was a director, trustee, officer, employee or agent of such a constituent corporation, or is or was serving at the request of such constituent corporation as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article Five with respect to the new or surviving corporation as he would if he had served the new or surviving corporation in the same capacity.

ARTICLE SIX
MISCELLANEOUS

Section 6.01. Amendments. The Regulations may be amended, or new regulations may be adopted, at a meeting of shareholders held for such purpose, only by the affirmative vote of the holders of shares entitling them to exercise not less than

a majority of the voting power of the corporation on such proposal, or without a meeting by the written consent of the holders of shares entitling them to exercise not less than a majority of the voting power of the corporation on such proposal.

Section 6.02. Action by Shareholders or Directors Without a Meeting. Anything contained in the Regulations to the contrary notwithstanding, except as provided in Section 6.01, any action which may be authorized or taken at a meeting of the shareholders or of the directors or of a committee of the directors, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the shareholders who would be entitled to notice of a meeting of the shareholders held for such purpose, or all the directors, or all the members of such committee of the directors, respectively, which writings shall be filed with or entered upon the records of the corporation.

**CERTIFICATE OF FORMATION
CHILTON LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Chilton Landfill, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 5th day of October, 1999.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ D. W. Slager
D. W. Slager, Vice President, Operations

**OPERATING AGREEMENT
OF CHILTON LANDFILL, LLC**

This Operating Agreement (the "Agreement") of Chilton Landfill, LLC (the "Company") is executed as of October 5, 1999, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Chilton Landfill, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills and providing waste transportation services, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: Allied Waste North America, Inc., a Delaware corporation, 15880 N. Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and

other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions

upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The election by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Steven M. Helm, Vice President - Legal

EXHIBIT A

Name and Address of Member

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

\$100.00

Percentage
Interest

100%

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

<p>(FOR BUREAU USE ONLY)</p> <p style="text-align: center;">FILED</p> <p style="text-align: center;">APR 20 1984</p> <p style="text-align: center;">Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau</p>	<p>Date Received</p> <p style="text-align: center;">APR 20 1984</p>							
<p>EFFECTIVE DATE:</p>								
<p>CORPORATION IDENTIFICATION NUMBER</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; text-align: center;">2</td> <td style="width: 10%; border: 1px solid black; text-align: center;">8</td> <td style="width: 10%; border: 1px solid black; text-align: center;">9</td> <td style="width: 10%; border: 1px solid black; text-align: center;">-</td> <td style="width: 10%; border: 1px solid black; text-align: center;">2</td> <td style="width: 10%; border: 1px solid black; text-align: center;">3</td> <td style="width: 10%; border: 1px solid black; text-align: center;">5</td> </tr> </table>		2	8	9	-	2	3	5
2	8	9	-	2	3	5		

ARTICLES OF INCORPORATION
 For use by Domestic Profit Corporations

(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

CITIZENS DISPOSAL, INC.

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1.	Common Shares	5,000	Par Value Per Share	\$1.00
	Preferred Shares		Par Value Per Share	\$

and/or shares without par value as follows:

2.	Common Shares		Stated Value Per Share	\$
	Preferred Shares		Stated Value Per Share	\$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

<u>142 West Second Street-Ste 102</u> (Street Address)	<u>Flint</u> (City)	, Michigan	<u>48502</u> (Zip Code)
---	------------------------	------------	----------------------------

2. The mailing address of the registered office

<u>142 West Second Street-Ste 102</u> (PO Box)	<u>Flint</u> (City)	, Michigan	<u>48502</u> (Zip Code)
---	------------------------	------------	----------------------------

3. The name of the resident agent at the registered office is: William H. Leoni, Jr.

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
<u>William H. Leoni, Jr.</u>	<u>142 W. Second Street-Ste 102- Flint, Michigan 48502</u>
<u>Patrick A. Leoni</u>	<u>142 W. Second Street-Ste 102- Flint, Michigan 48502</u>
<u>Michael C. Leoni</u>	<u>142 W. Second Street-Ste 102- Flint, Michigan 48502</u>

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete it not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this 18th day of APRIL, 1984.

/s/ William H. Leoni
William H. Leoni, Jr.

/s/ Patrick A. Leoni
Patrick A. Leoni

/s/ Michael C. Leoni
Michael C. Leoni

(FOR BUREAU USE ONLY)

Date Received
UG 28 1999

[ILLEGIBLE]

**RESTATED ARTICLES OF INCORPORATION
 For use by Domestic Profit Corporations**

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

1. The present name of the corporation is: Citizens Disposal, Inc.

2. The corporation identification number (CID) assigned by the Bureau is:

2	8	9	—	2	3	5
---	---	---	---	---	---	---

3. All former names of the corporation are: None

4. The date of filing the original Articles of Incorporation was:

April 20, 1984

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Citizens Disposal, Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed are: To engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

- 1. Common shares 10,000
- Preferred shares N/A
- 2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows: None

ARTICLE IV

- 1. The address of the current registered office is:
615 Griswold Street, Detroit, Michigan 48226
 (Street Address) (City) (Zip Code)
- 2. The mailing address of the current registered office if different than above:
, Michigan
 (P.O. Box) (City) (ZIP Code)
- 3. The name of the current resident agent is: The Corporation Company

ARTICLE V (Optional. Delete if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VI (Optional. Delete if not applicable.)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action

ARTICLE VI (continued)

are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

ARTICLE VII (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for a breach of the director's fiduciary duty.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATORS BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS; OTHERWISE, COMPLETE SECTION (b)

- a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, 19 _____, in accordance with the provisions of Section 642 of the Act by the unanimous consent of the incorporators before the first meeting of the Board of Directors.
Signed this _____ day of _____, 19 _____

(Signatures of all incorporators; type or print name under each signature)

- b. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, 1992, in accordance with the provisions of Section 642 of the Act and: (check one of the following)
- were duly adopted by the Board of Directors without a vote of the shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.
 - were duly adopted by the shareholders. The necessary number of shares as required by statute were voted in favor of these Restated Articles.
 - were duly adopted by the written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407 (1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
 - were duly adopted by the written consent of all the shareholders entitled to vote in accordance with Section 407 (2) of the Act.

Signed this 28th day of August, 1992

By /s/ Earl Mikolich

(Signature)

EARL MIKOLICH (REGIONAL) VICE PRESIDENT
(Type or Print Name) (Type or Print Title)

**BY-LAWS
OF
CITIZENS DISPOSAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be Citizens Disposal, Inc., c/o USA Waste Services, Inc., 1001 Fannin, Suite 4000, Houston, Texas 77002.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Michigan, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meetings of stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect directors and transact such other business as may properly be brought before the meeting. Written notice of each annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Special meetings of stockholders may be called by the President or the Board of Directors. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall

not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three (3) years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholders and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than one director, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. At each annual meeting of stockholders beginning with the first, successor directors shall be elected. Each director shall hold office until the ensuing meeting and until such director's successor is elected and qualified or until such director's earlier death, resignation, or removal.

Directors of the Corporation may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Corporation's Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Michigan. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the time of the meeting, by telephone, electronic facsimile or telegram not less than twenty-four (24) hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Corporation's Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if

(i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The offices of the Corporation shall be chosen by the Board of Directors and shall be a President and a Secretary. The Board of Directors, in its discretion, may also choose one Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Corporation's Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and other compensation of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. The President. The President shall be the chief executive officer and the chief operating officer of the Corporation, shall have general direction of the business and affairs of the Corporation and general supervision over its several officers, subject, however, to the control of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with the Secretary or Assistant Secretary, certificates representing shares of stock of the Corporation. The President shall execute and deliver, in the name and on behalf of the Corporation, (i) contracts or other instruments authorized by the Board of Directors and (ii) contracts or instruments in the usual and regular course of business except in cases when the execution and delivery thereof shall be expressly delegated or permitted by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these Bylaws.

Section 5. Vice Presidents. Vice Presidents, if there be any, shall perform such duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors. The Vice President may sign certificates of stock of the Corporation. In the absence or disability of the President, a Vice President may preside at meetings of the stockholders and the Board of Directors.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Treasurer. The Treasurer, if there be one, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular

meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 8. Assistant Secretaries. Except as may be otherwise provided in these ByLaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or a Vice President and (ii) by the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder of stock in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the

issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or

persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Corporation's Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if there shall be one, shall be in such form as the Board of Directors may prescribe.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings Other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer, of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in

Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such directors or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Michigan for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding may be required by the Board of Directors to be paid (upon such terms and conditions, if any, as the Board deems appropriate) by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 of Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Michigan, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors and officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such indemnification relates to such person's acts while serving in any of the foregoing capacities, of such constituent corporation, as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of

the Corporation” shall include any service as a director or officer of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX AMENDMENTS

Section 1. Except as otherwise provided in the Corporation’s Certificate of Incorporation, these By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. Except as otherwise provided in the Corporation’s Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

CORPORATION AND SECURITIES COMMISSION
LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW— FOR COMMISSION USE

Date Received: MICHIGAN DEPARTMENT OF TREASURY THE LAWRENCE S. ROSENBERG COMPANY 1000 FARM BUREAU BUILDING DEPARTMENT OF TREASURY, 1000 FARM BUREAU P.O. 1095, LANSING, MICHIGAN	[Signature] (Corporate Seal) OCT 27 1966 (Date)	FILED OCT 27 1966 [Signature] STATE TREASURER MICHIGAN DEPARTMENT OF TREASURY
---	--	---

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a corporation for profit under the provisions of Act No. 827 of the Public Acts of 1961, as amended, as follows:

ARTICLE I.

The name of the corporation is CITY - STAR SERVICES, INC.

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

To engage in service business or businesses of all natures and to buy and sell as brokers or wholesalers or retailers, goods, wares and merchandise of all natures and to conduct business of any other nature/which is legal under the Laws and Statutes of the State of Michigan.

* in connection with the foregoing

[ILLEGIBLE]

ARTICLE III.

Location of the first registered office in:
 1514 North Church, Kalamazoo, Kalamazoo, Michigan
(No.) (Street) (City) (County)

Temporary address of the first registered office in:
 same as above
(No. and Street or P. O. Box) (City) (County) Michigan

ARTICLE IV.

The name of the first resident name is HENRY ROY VALKEMA

ARTICLE V.
The total authorized capital stock is

(1)	Preferred shs.	1000	Par Value \$	100.00	per share
	Common shs.		Par Value \$		
total/for shs. of (2)	Preferred	per share	Price fixed for sale \$	per share	per share
	Common		Price fixed for sale \$		
			Price fixed for sale \$		

[ILLEGIBLE]

No stock may be sold by an owner thereof until after same is offered to existing shareholders at a price and on the terms either as endorsed upon the certificate at the time of its issuance or in accordance with separate agreement in writing entered into between all holders of shares of stock of the corporation.

ARTICLE VI.

The name and places of residence or business of each of the incorporators and the number and class of shares [ILLEGIBLE] for by such are as follows. [ILLEGIBLE] requires one or more incorporation)

Name	(No.)	(Street)	Residence or Business Address		Number of Shares			
			(City)	(State)	Par Stock		Non-Par Stock	
					Common	Preferred	Common	Preferred
Anna Valkema	2832	Crestview	Kalamazoo	Michigan	293			
Henry Roy Valkema	5412	East FG Avenue	Kalamazoo	Michigan	293			
Albert John Valkema	6418	Oakland Drive	Kalamazoo	Michigan	293			
Evelyn Thelma Dean	3104	Grace Road	Kalamazoo	Michigan	120			
Henry & Tillie Workman	1514	North Church	Kalamazoo	Michigan				

ARTICLE VII.

The names and address of the [ILLEGIBLE] board of directors are as follows:

[ILLEGIBLE] requires at least three directors)

Name	(No.)	(Street)	Residence or Business Address		(State)
			(City)	(State)	
Anna Valkema	2832	Crestview	Kalamazoo	Michigan	Michigan
Henry Roy Valkema	5412	East FG Avenue	Kalamazoo	Michigan	Michigan
Albert John Valkema	6418	Oakland Drive	Kalamazoo	Michigan	Michigan

ARTICLE VIII.

[ILLEGIBLE]

ARTICLE IX.

OPTIONAL (Please delete Article IX if not applicable.)

[ILLEGIBLE]

ARTICLE X.

(Here insert any [ILLEGIBLE] additional provision authorized by the Act.)

We, the incorporators, sign our names this 24th day of October 1966
(All parties appearing under Article VI are required to sign in this space)

Henry Roy Valkema
Henry Workman
Tillie Workman
Anna Valkema
Evalyn Thelma Dean
Albert John Valkema

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

}

[ILLEGIBLE]

On this 24th day of October 1966

before me [ILLEGIBLE] appeared

Anna Valkema, Evelyn Thelina Dean and Albert John Valkema

[ILLEGIBLE]

/s/ [ILLEGIBLE]

[ILLEGIBLE]

MARGARET S. VANDENBERG

Print or Type name of Notary

MAIL THREE SIGNED AND ACKNOWLEDGED COPIES TO

[ILLEGIBLE]
[ILLEGIBLE]

Kalamazoo

County

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]
My commission expired October 3, 1969.
([ILLEGIBLE])

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FILED

Date Received

NOV 1 1982

NOV 1 1982

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Person

(See Instructions an Reverse Side)
 Domestic Corporation into Domestic Corporation

NOTE: This form is prepared for use upon the merger of two domestic corporations. (If more than two corporation are involved, change this form accordingly.)

CERTIFICATE OF MERGER
 OF
CITY-STAR SERVICES, INC.
 (a Michigan corporation)

INSERT CORPORATION IDENTIFICATION NUMBER	0	4	8	—	2	7	6
--	---	---	---	---	---	---	---

AND

MICHIGAN RE-CYCLING CENTERS, INC.
 (a Michigan corporation)

INSERT CORPORATION IDENTIFICATION NUMBER	0	4	1	—	3	3	8
--	---	---	---	---	---	---	---

Pursuant to the provisions of Sections 701 to 707, Act 284, Public Acts of 1972, as amended, the undersigned corporations execute the following certificate of merger:

ARTICLE ONE

The PLAN OF MERGER is as follows:

FIRST: (a) The name of each constituent corporation is as follows:

City-Star Services, Inc.

Michigan Re-Cycling Centers, Inc.

(b) The name of the surviving corporation is City-Star Services, Inc.

SECOND: As to each constituent corporation, the (designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

Name of corporation	Designation and number of shares in each class or series outstanding	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
City-Star Services, Inc.	999 common	common	None
Michigan Re-Cycling Centers, Inc.	100 common	common	None
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If number of shares is subject to change prior to effective date, state manner in which such change may occur.)

ARTICLE ONE.
(cont.)

THIRD: The terms and conditions of the proposed merger, including the manner and basis of converting the shares of each constituent corporation into shares, bonds or other securities of the surviving corporation, or into cash or other consideration are as follows:

1. Michigan Re-Cycling Centers, Inc. will be merged into City-Star Services, Inc. with City-Star Services, Inc. being the survivor.
2. One additional share of City-Star Services, Inc. capital stock will be issued.
3. One-tenth share of City-Star Services, Inc. capital stock will be delivered for each ten (10) shares of Michigan Re-Cycling Centers, Inc.

FOURTH: (A statement of any amendment to the articles of incorporation of the surviving corporation to be effected by the merger.)

No amendments will be made to the articles of incorporation of the surviving corporation.

FIFTH: (A statement of other provisions with respect to the merger.)

None.

ARTICLE TWO.

(Use Alternative A, and delete Alternative B, if Plan of Merger was approved by the shareholders of each constituent corporation.)

(Use Alternative B, and delete Alternative A, if pursuant to Section 704 the merger was authorized without requiring approval of the shareholders of the surviving corporation.)

Alternative A.

The plan of merger was adopted by the board of directors of each constituent corporation and approved by the shareholders of said corporations in accordance with Sections 701 to 704.

ARTICLE THREE.

(Use this Article Three only if the plan of merger was approved by the shareholders of one or more of the constituent corporations without a meeting, pursuant to Section 407.)

The plan of merger was adopted by the board of directors of

City-Star Services, Inc., and Michigan Re-Cycling Centers, Inc.
(name of corporation)

and by written notice to and written consent of the shareholders of said corporation in accordance with Section 407.

ARTICLE FOUR.

(Use the following Article Four only if an effective date, not later than 90 days after date of filing is desired. A retroactive effective date is not permitted by statute.)

The merger shall be effective on the 1st day of November, 1982.

Signed this 29th day of October, 1982

City-Star Services, Inc.

(Name of surviving Corporation)

BY /s/ H. Roy Valkema

(Signature of Chairperson or Vice-Chairperson
or the President or Vice-President)

H. Roy Valkema, President

(Type or Print name and title)

Michigan Re-Cycling Centers, Inc.

(Name of Merged Corporation)

BY /s/ H. Roy Valkema

(Signature of Chairperson or Vice-Chairperson
or the President or Vice-President)

H. Roy Valkema, President

(Type or print name and title)

**CERTIFICATE OF INCORPORATION
OF
ALLIED WASTE CITY STAR, INC.**

1. The name of the corporation is ALLIED WASTE CITY STAR, INC. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL"),
4. The Corporation shall have authority to issue One Thousand (1,000) common shares and the par value of each of such shares is No Dollars and One Cents (\$0.01) amounting in the aggregate to Ten Dollars and Zero Cents (\$10).
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Donald W. Slager
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
-

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 31st day of July, 1998.

/s/ Steven M. Helm
Steven M. Helm, Incorporator

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received
AUG 17 1998

ADJUSTED PURSUANT TO
TELEPHONE AUTHORIZATION
[ILLEGIBLE]

(FOR BUREAU USE ONLY)

FILED
AUG 17 1998

PH. 517-663-2525 Ref # 85171
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI. 48827-0266

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

é Document will be returned to the name and address you enter above é

CERTIFICATE OF MERGER / CONSOLIDATION
For use by Domestic Profit and/or NonProfit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its identification number is:

City-Star Services, Inc.	048275
Allied Waste City Star, Inc.	_____

b. The name of the surviving (new) corporation and its identification number is:

City-Star Services, Inc.	048275
--------------------------	--------

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
City - Star Services, Inc.	587 — common	common	n/a
Allied Waste City Star, Inc.	1,000 — common	common	n/a
_____	_____	_____	_____
_____	_____	_____	_____

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

[ILLEGIBLE]

2 **(Complete for any profit corporation only)**

- a. The manner and basis of converting shares are as follows:
The outstanding shares of the surviving corporation will remain outstanding and the outstanding shares of the nonsurviving corporation will be cancelled.
- b. The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows: none
- c. The plan of merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

3. **(Complete for any nonprofit corporation only)**

- a) If it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.
- b) If it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.
- c) State the terms and conditions of the proposed merger or consolidation, including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving or consolidated corporation, or into cash or other consideration.
- d) If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:
- e) Other provisions with respect to the merger (consolidation) are as follows:

4. **(Complete for any foreign corporation only)**

This merger (consolidation) is permitted by the laws of the state of Delaware
the jurisdiction under which Allied Waste City Star, Inc.

(name of foreign corporation)

is organized and the plan of merger (consolidation) was adopted and approved by soon corporation pursuant to and in accordance with the laws of that jurisdiction.

5. **(Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after receipt of this document in this office.)**

The merger (consolidation) shall be effective on the _____ day of _____ 19 _____

6. TO BE COMPLETED BY MICHIGAN PROFIT CORPORATIONS ONLY (Complete either part a or b for each corporation.)

a) The plan of merger was approved by the unanimous consent of the incorporators of _____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

(Signature of Incorporator) (Signature of Incorporator)

(Signature of Incorporator) (Signature of Incorporator)

b) The plan of merger was approved by

o the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 701 of the Act.

the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act:

CITY-STAR SERVICES, INC.

CITY-STAR SERVICES, INC. _____
(Name of Corporation)

ALLIED WASTE CITY STAR, INC. _____
(Name of Corporation)

/s/ Henry A. Valkema _____
(Signature of President, Vice-President,
Chairperson or Vice-Chairperson)

By /s/ Thomas A. Kehoe _____
(Signature of President, Vice-President,
Chairperson or Vice-Chairperson)

Henry A. Valkema, President _____
(Type or Print Name and Title)

Thomas A. Kehoe, Vice President and Secretary _____
(Type or Print Name and Title)

7. TO BE COMPLETED BY MICHIGAN NONPROFIT CORPORATIONS ONLY

The plan of merger or consolidation was approved by

o the Board of Directors and shareholders or members of the following Michigan corporation(s) in accordance with Sections 701 and 703(1) and (2) of the Act:

o the Board of Directors of the following Michigan corporation(s) organized on a directorship basis in accordance with Section 703(3) of the Act:

(Name of Corporation)

(Name of Corporation)

By _____
(Signature of President, Vice-President,
Chairperson or Vice-Chairperson)

By _____
(Signature of President, Vice-President,
Chairperson or Vice-Chairperson)

(Type or Print Name and Title)

(Type or Print Name and Title)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), is made and entered into this 14th day of August, 1998, to be effective 12:01 a.m., August 16, 1998, by and among ALLIED WASTE INDUSTRIES, INC., a Delaware corporation, ("Allied"), ALLIED WASTE CITY STAR, INC., a Delaware corporation and a wholly-owned subsidiary of Allied ("Sub A"), ALLIED WASTE EAGLE INDUSTRIES, INC., a Delaware corporation and a wholly-owned subsidiary of Allied ("Sub B"), ALLIED WASTE ROYAL HOLDINGS, INC., a Delaware corporation and a wholly-owned subsidiary of Allied ("Sub C") (Sub A, Sub B, and Sub C shall sometimes be collectively referred to herein as the "Subs"). CITY-STAR SERVICES, INC., a Michigan corporation ("Company A"), EAGLE INDUSTRIES LEASING, INC. ("Company B"), ROYAL HOLDINGS, INC., a Michigan corporation ("Company C") (Company A, Company B, and Company C shall sometimes be collectively referred to herein as "Companies"), and HENRY A. VALKEMA (the "Shareholder").

WHEREAS, the respective Boards of Directors of Allied, Subs and Companies have approved the mergers of: (i) Sub A with and into Company A; (ii) Sub B with and into Company B; and (iii) Sub C with and into Company C;

WHEREAS, to effect such transactions, the respective Boards of Directors of Allied, Subs and Companies, and Allied acting as sole stockholder of Subs, approved the mergers of (i) Sub A with and into Company A; (ii) Sub B with and into Company B; and (iii) Sub C with and into Company C (the "Mergers"), pursuant to the terms and subject to the conditions of this Agreement, whereby all of the issued and outstanding shares of common

August 14, 1998

stock, \$1.00 par value, of the Companies (the "Shares of the Shareholder"), not owned directly or indirectly by Allied or directly or indirectly by the Companies, will be exchanged for the Shares of Allied (as hereinafter defined);

WHEREAS, Allied intends to transfer the Shares of the Shareholder to its wholly-owned subsidiary ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("AWNA") after the Effective Time (as hereinafter defined); and

WHEREAS, Allied, Subs, Companies and Shareholder desire to make certain representations, warranties and agreements in connection with the Mergers, and also to prescribe various conditions to the Mergers, including but not limited to covenants-not-to-compete.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein contained, the parties hereto agree to effect the Mergers on the terms and subject to the conditions herein described and further agree as follows:

ARTICLE I

The Mergers

Section 1.1 Effective Time of the Mergers. Subject to the provisions of this Agreement, articles of merger (the "Articles of Merger") shall be prepared, executed and acknowledged by the respective Surviving Corporation (as defined in Section 1.2) and thereafter delivered to the Michigan Secretary of State for filing, as provided in the Michigan Business Corporation Act (the "Michigan Act"), as soon as practicable on or after the Closing (as hereinafter defined). The Mergers shall become effective upon the filing of the Articles

August 14, 1998

of Merger with the Michigan Secretary of State, or at such time thereafter as is provided in the Articles of Merger (the "Effective Time").

Section 1.2 Effects of the Mergers.

(a) Companies and Subs shall sometimes be referred to herein as the "Constituent Corporations", and Companies shall sometimes be referred to herein as the "Surviving Corporations". Company A shall sometimes be referred to herein as "Surviving Corporation A", Company B shall sometimes be referred to herein as "Surviving Corporation B" and Company C shall sometimes be referred to herein as "Surviving Corporation C".

(b) At the Effective Time: (i) the separate existence of Sub A shall cease and Sub A shall be merged with and into Company A; (ii) the Articles of Incorporation of Sub A as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of Surviving Corporation A until thereafter amended; (iii) the Bylaws of Surviving Corporation A as in effect immediately prior to the Effective Time shall be the Bylaws of Surviving Corporation A until thereafter amended; (iv) the duly elected and incumbent Board of Directors of Sub A as constituted immediately prior to the Effective Time shall be the Board of Directors of Surviving Corporation A, and shall serve until the annual meeting of stockholders of the Surviving Corporation A next following the Effective Time; and (v) the duly elected and incumbent officers of Sub A as in office immediately prior to the Effective Time shall be the officers of Surviving Corporation A and shall serve until the Board of Directors of Surviving Corporation A takes action in respect of such service.

August 14, 1998

**BYLAWS
OF
ALLIED WASTE CITY STAR, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attached at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this

reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned

by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of

the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new

certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records

of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the

specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for

indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained

in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received

RECEIVED

FEB 26 1993

Michigan Dept. of Commerce
Corporation & Securities Bureau**RESTATED ARTICLES OF INCORPORATION**
For use by Domestic Profit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes, the following Articles:

1. The present name of the corporation is: Clarkston Disposal, Inc.
2. The corporation identification number (CID) assigned by the Bureau is: 4 7 4 — 0 5 5
3. All former names of the corporation are: Clarkston Disposal, Inc.
4. The date of filing the original Articles of Incorporation was: 4/28/89

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:***ARTICLE I**

The name of the corporation is: Clarkston Disposal, Inc.

ARTICLE II

The purpose or purposes for which the corporation is organized are: to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1. Common shares	_____	Par Value Per Share \$ _____
Preferred shares	_____	Par Value Per Share \$ _____

and/or shares without par value as follows:

2. Common shares	10.000	Stated Value Per Share \$ 1.00
Preferred shares	_____	Stated Value Per Share \$ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the current registered office is: c/o THE CORPORATION COMPANY,
615 Griswold Street Detroit, Michigan 48226
(Street Address) (City) (ZIP Code)

2. The mailing address of the current registered office if different than above:
_____, Michigan _____
(P.O. Box) (City) (ZIP Code)

3. The name of the current resident agent is: The Corporation Company

ARTICLE V (Optional. Delete if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VI (Optional. Delete if not applicable.)

Any action required or permitted by the act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

ARTICLE VII (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business.

b. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATORS BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS; OTHERWISE, COMPLETE SECTION(b)

a. o These Restated Articles of Incorporation were duly adopted on the ____ day of _____, 19 ____, in accordance with the provisions of Section 642 of the Act by the unanimous consent of the incorporators before the first meeting of the Board of Directors.

Signed this ____ day of _____, 19 ____

(Signatures of all incorporators; type or print name under each signature)

b. These Restated Articles of Incorporation were duly adopted on the ____ day of _____, 19 ____, in accordance with the provisions of Section 642 of the Act and: (check one of the following)

o were duly adopted by the Board of Directors without a vote of the shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

o were duly adopted by the shareholders. The necessary number of shares as required by statute were voted in favor of these Restated Articles.

o were duly adopted by the written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)

were duly adopted by the written consent of all the shareholders entitled to vote in accordance with Section 407(3) of the Act.

Signed this 24th day of February, 1993

CLARKSTON DISPOSAL, INC.

By /s/ James S. Eng
(Signature)

James S. Eng, Vice President
(Type or Print Name and Title)

ARTICLE VII (CONTINUED).

or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE VIII.

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages or for a breach of the director's fiduciary duty.

MICHIGAN DEPARTMENT COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

Date Received

APR 28 1989
Administrator
Michigan Dept. of Commerce
Corporation & Securities Bureau

APR 28 1989

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER 4 7 4 — 0 5 5

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:
CLARKSTON DISPOSAL, INC.

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1.	Common shares	50,000		Par Value Per Share \$ 1.00
	Preferred Shares	_____		Par Value Per Share \$ _____

and/or shares without par value as follows:

2.	Common Shares	_____		Stated Value Per Share \$ _____
	Preferred Shares	_____		Stated Value Per Share \$ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being 'continued or added. Attach additional pages if needed.

ARTICLE VII

A director of the corporation is not personally liable to the corporation or its shareholders for monetary damages for a breach of the director's fiduciary duty. However, the provision does not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation or its shareholders.
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
- (iv) A transaction from which the director derived an improper personal benefit.
- (v) an act or omission occurring before the filing of these articles of incorporation.

I (We), the incorporator(s) sign my (our) name(s) this 27 day of April, 1989.

/s/ Richard T. Detkowski

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received
 RECEIVED
 FEB 26 1993
 Michigan Dept. of Commerce
 Corporation & Securities Bureau

CERTIFICATE OF MERGER/CONSOLIDATION
For use by Domestic or Foreign Corporations
 (Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), and/or Act 162 Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its corporation identification number (CID) is:

Clarkston Disposal, Inc. 4 7 4 — 0 5 5

Sanifill/RTD Acquisition, Inc. 5 1 5 — 6 9 5

b. The name of the surviving (new) corporation and its corporation identification number (CID) is:

Clarkston Disposal, Inc. 4 7 4 — 0 5 5

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Clarkston Disposal, Inc.	1,282 shares, Common Stock	N/A	N/A
Sanifill/RTD Acquisition, Inc.	500 shares Common Stock	N/A	N/A

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

N/A

- e. The terms and conditions of the proposed merger including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving corporation, or into cash or other consideration, are as follows:
 - Please see attached Exhibit A.
 - f. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:
 - Please see attached Exhibit A.
 - g. Other provisions with respect to the merger are as follows:
 - Please see attached Exhibit A.
-

c. (For profit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors of the following constituent corporations:

Clarkston Disposal, Inc. and
Sanifill/RTD Acquisition, Inc.

and was approved by the shareholders of those corporations in accordance with Sections 701 to 704, of pursuant to Section 407 by written consent and written notice, if required by that section.

Sign this area for item 4(a).

Signed this _____ day of _____, 19 _____.

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 25th day of February, 1993

CLARKSTON DISPOSAL, INC.

(name of Corporation)

By Richard T. Detkowski

(Signature)

Richard T. Detkowski, President

(Type or print Name and Title)

Signed this 24th day of February, 1993

SANIFILL/RTD ACQUISITION, INC.

(Name of Corporation)

By /s/ James S. Eng

(Signature)

James S. Eng
Vice President

(Type or Print Name and Title)

EXHIBIT A

This Exhibit sets forth certain information regarding the merger (the "Merger") of Sanifill/RTD Acquisition, Inc. ("Acquisition") with and into Clarkston Disposal, Inc. ("Disposal" or the "Surviving Corporation"). The Merger has been approved and authorized by the Boards of Directors of Acquisition, Disposal and Sanifill, Inc., a Delaware corporation which owns all of the issued and outstanding capital stock of Acquisition ("Sanifill"), and will occur pursuant to the terms and conditions of the Agreement and Plan of Reorganization, dated as of February 26, 1993 (the "Plan"), among Acquisition, Disposal and the shareholders of Disposal (the "Shareholders"), which terms and conditions are summarized in this Exhibit. All section references in this Exhibit are to sections of this Exhibit.

1. Merger.

As of the Effective Date (as defined in Section 5 below) of the Merger, Acquisition shall merge with and into the Surviving Corporation and the separate existence of Acquisition shall cease. The Merger will be effected in a single transaction.

2. Articles of Incorporation; Bylaws; Officers, etc.

(a) As of the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be amended and restated to take the form of the Articles of Incorporation of Acquisition (prior to the Merger), except that the corporate name of the Surviving Corporation shall not be changed.

(b) As of the Effective Date, the form of the Bylaws of Acquisition (prior to the Merger) shall become the Bylaws of the Surviving Corporation.

(c) The directors and officers of Acquisition immediately prior to the Effective Date shall become the officers of the Surviving Corporation, and shall hold such offices subject to the provisions of the laws of the State of Michigan and the Articles of Incorporation and the Bylaws of the Surviving Corporation.

3. Manner of Merger.

The manner of carrying the Merger into effect shall be as follows:

(a) As of the Effective Date, the shares of common stock of Disposal, \$1.00 par value per share (the "Disposal Stock"), issued and outstanding immediately prior to the Effective Date shall be converted into shares of common stock of Sanifill, \$0.01 par value per share (the "Sanifill Stock"), as follows:

(1) All of the shares of Disposal Stock issued and outstanding immediately prior to the Effective Date, shall,

by virtue of the Merger and without any action on the part of the holder thereof, automatically be converted into approximately 306,859 shares of Sanifill Stock to be distributed to the Shareholders on a pro rata basis in accordance with their current ownership of Disposal Stock.

(2) Each share of Common Stock of Acquisition issued and outstanding immediately prior to the Effective Date, shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be converted into one fully paid and non-assessable share of stock of the Surviving Corporation which shall constitute all of the outstanding shares of the Surviving Corporation immediately after the Effective Date.

4. Transfer of Shares.

(a) On the Effective Date, the Shareholders, as the holders of certificates representing all outstanding shares of Disposal Stock, shall, upon surrender of such certificates, be entitled to receive the number of shares of Sanifill Stock set forth in Section 3(a)(l) above.

(b) On the Effective Date, the Shareholders shall deliver the certificates representing all outstanding shares of Disposal Stock, duly endorsed in blank by the Shareholders or accompanied by blank stock powers and with all necessary transfer tax and other revenue stamps, acquired at the Shareholders' expense, affixed and cancelled. The Shareholders agree to cure any deficiencies with respect to the endorsement of the certificates and other documents of conveyance with respect to such Disposal Stock or with respect to the stock powers accompanying any Disposal Stock.

5. Effective Date.

The Merger shall become effective on February 26, 1993. Such date shall be the "Effective Date."

**BY-LAWS
OF
CLARKSTON DISPOSAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be Clarkston Disposal, Inc., c/o USA Waste Services, Inc., 1001 Fannin, Suite 4000, Houston, Texas 77002.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Michigan, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meetings of stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect directors and transact such other business as may properly be brought before the meeting. Written notice of each annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Special meetings of stockholders may be called by the President or the Board of Directors. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall

not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three (3) years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholders and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than one director, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. At each annual meeting of stockholders beginning with the first, successor directors shall be elected. Each director shall hold office until the ensuing meeting and until such director's successor is elected and qualified or until such director's earlier death, resignation, or removal.

Directors of the Corporation may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Corporation's Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Michigan. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the time of the meeting, by telephone, electronic facsimile or telegram not less than twenty-four (24) hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Corporation's Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if

(i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The offices of the Corporation shall be chosen by the Board of Directors and shall be a President and a Secretary. The Board of Directors, in its discretion, may also choose one Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Corporation's Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and other compensation of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. The President. The President shall be the chief executive officer and the chief operating officer of the Corporation, shall have general direction of the business and affairs of the Corporation and general supervision over its several officers, subject, however, to the control of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with the Secretary or Assistant Secretary, certificates representing shares of stock of the Corporation. The President shall execute and deliver, in the name and on behalf of the Corporation, (i) contracts or other instruments authorized by the Board of Directors and (ii) contracts or instruments in the usual and regular course of business except in cases when the execution and delivery thereof shall be expressly delegated or permitted by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these Bylaws.

Section 5. Vice Presidents. Vice Presidents, if there be any, shall perform such duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors. The Vice President may sign certificates of stock of the Corporation. In the absence or disability of the President, a Vice President may preside at meetings of the stockholders and the Board of Directors.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Treasurer. The Treasurer, if there be one, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular

meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 8. Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or a Vice President and (ii) by the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder of stock in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the

issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or

persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Corporation's Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if there shall be one, shall be in such form as the Board of Directors may prescribe.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings Other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer, of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in

Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such directors or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Michigan for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding may be required by the Board of Directors to be paid (upon such terms and conditions, if any, as the Board deems appropriate) by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 of Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Michigan, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors and officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such indemnification relates to such person's acts while serving in any of the foregoing capacities, of such constituent corporation, as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of

the Corporation” shall include any service as a director or officer of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX AMENDMENTS

Section 1. Except as otherwise provided in the Corporation’s Certificate of Incorporation, these By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. Except as otherwise provided in the Corporation’s Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

**PARTNERSHIP AGREEMENT
OF
CLINTON COUNTY LANDFILL PARTNERSHIP**

This Partnership Agreement is entered into as of March 9, 2004, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Clinton County Landfill Partnership, an Indiana general partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans (" Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge,

hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 **Dissolution.** The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 **Winding Up.** Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 **Rights of Partners.** Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 **Notices.** Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally

or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

“Act” means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

“ Agreement” means this Partnership Agreement, as amended from time to time. Words such as “ herein,” “ hereinafter,” “ hereof,” “ hereto” and “ hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“ Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code Section 704(b) and Regulations promulgated thereunder.

“ Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“ Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“ Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“ Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “ Partners” means all such Persons.

“ Partner Loans” has the meaning given that term in Section 2.5 hereof.

“ Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“ Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“ Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“ Profits” and “ Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

By: /s/ D. W. Slager
Its: Vice President, Operations

Allied Waste Landfill Holdings, Inc.
a Delaware corporation

By: /s/ Jo Lynn White
Its: Secretary

EXHIBIT A

Names and Addresses of Partners

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

Percentage
Interest

99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

1%

**CERTIFICATE OF INCORPORATION
OF
COCOPAH LANDFILL, INC.**

1. The name of the Corporation is Cocopah Landfill, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

D. W. Slager
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

D. W. Slager
James Eng
G. Thomas Rochford, Jr.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
-

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporations or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 4th day of November, 1999.

/s/ D. W. Slager

D. W. Slager, Incorporator

**BYLAWS
OF
COCOPAH LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve

one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of

Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a

financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the

President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of

Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall

perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that

may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed,

by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
REPUBLIC INDUSTRIES COMPACTOR RENTAL, INC.**

1. The name of the corporation is Republic Industries Compactor Rental, Inc.
 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is Zero Dollars and One Cent (\$0.01) amounting in the aggregate to Ten Dollars and No Cents (\$10.00).
 5. The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Election of directors need not be by written ballot.
 6. The name and mailing address of the sole incorporator is:

 Laura Vitalo
 Corporation Trust Center
 1209 Orange Street
 Wilmington, Delaware 19801
 7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.
 8. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.
- I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 29th day of January, 1997.

/s/ Laura Vitalo

Laura Vitalo,
Sole Incorporator

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

Republic Industries Compactor Rental, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

- FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:
- RESOLVED, that the Certificate of Incorporation of Republic Industries Compactor Rental, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
- The name of the corporation is Compactor Rental Systems of Delaware, Inc.
- SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.
- THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.
-

IN WITNESS WHEREOF, said Republic Industries Compactor Rental, Inc. has caused this certificate to be signed by Richard L. Handley, its Secretary, this 12th day of February, 1997.

REPUBLIC INDUSTRIES COMPACTOR RENTAL, INC.

By /s/ Richard L. Handley
Secretary

**AMENDED AND RESTATED BYLAWS
OF
COMPACTOR RENTAL SYSTEMS OF DELAWARE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION

OF

L.A. COUNTY, LLC

1. The name of the limited liability company is L.A. County, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of L.A. County, LLC this 15th day of June, 1998.

/s/ L. Frank Cordero

L. Frank Cordero
Authorized Person

CERTIFICATE OF AMENDMENT

OF

L.A. COUNTY, LLC

1. The name of the limited liability company is L.A. County, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article First of the Certificate of Formation is hereby amended to read as follows: The name of the limited liability company is Consolidated Disposal Service, L.L.C.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of L.A. County, L.L.C. this ~~31st~~ day of July, 1998.

/s/ David A. Barclay

David A. Barclay
Authorized Individual

**THIRD AMENDED AND RESTATED
OPERATING AGREEMENT
OF CONSOLIDATED DISPOSAL SERVICE, L.L.C.**

This Third Amended and Restated Operating Agreement (the "Agreement") of **CONSOLIDATED DISPOSAL SERVICE, L.L.C.** (the "Company") is executed as of December 5, 2008, by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Company's Second Amended and Restated Operating Agreement, dated July 20, 2001, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is **CONSOLIDATED DISPOSAL SERVICE, L.L.C.** All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Company's Certificate of Formation was filed with the Delaware Secretary of State on June 15, 1998, and was amended on August 4, 1998 (the "Certificate of Formation"). The Member shall file any amendments to the Certificate of Formation deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in

accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company the cash or other assets set forth on Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The

President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file a certificate of cancellation with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

REPUBLIC SERVICES, INC.,
a Delaware corporation,
its Sole Member

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President & COO

EXHIBIT A

Name and Address of Member
Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054

Initial Capital
Contribution
\$1.00

Percentage
Interest
100%

**CERTIFICATE OF CONVERSION
OF
CONTINENTAL WASTE INDUSTRIES, INC.
(a Delaware corporation)**

(Pursuant to Section 266 of the General Corporation Law of the State of Delaware)

It is hereby certified that:

1. The name of the corporation is Continental Waste Industries, Inc. (the "Corporation").
2. The date of filing of the original certificate of incorporation of the Corporation with the Secretary of State of the State of Delaware is February 17, 1994.
3. The name of the limited liability company into which the corporation shall be converted is Continental Waste Industries, L.L.C.
4. The conversion herein certified has been approved in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

Dated: March 1, 2003

Continental Waste Industries, Inc.

By: /s/ David A. Barclay

Name: David A. Barclay

Title: Vice President and Secretary

CERTIFICATE OF FORMATION
OF
CONTINENTAL WASTE INDUSTRIES, L.L.C.
(Pursuant to the Limited Liability Company Act of the State of Delaware, Title 6.)

The undersigned, as an authorized person, in order to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, does hereby certify as follows:

1. The name of the company is Continental Waste Industries, L.L.C. (the "Company").
2. The name and address of the registered agent of the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the 1st day of March, 2003.

/s/ Gary M. Blyn

Gary M. Blyn, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:49 PM 05/11/2005
FILED 04:42 PM 05/11/2005
[ILLEGIBLE] 050385383-2379277 FILE

CERTIFICATE OF AMENDMENT

OF

CONTINENTAL WASTE INDUSTRIES, L.L.C.

1. The name of the limited liability company is **CONTINENTAL WASTE INDUSTRIES, L.L.C.**

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The Registered Agent is as follows: The Corporation Trust Company

The Registered Agent address is as follows: Corporation Trust Center

1209 Orange Street
Wilmington, DE 19801
County of New Castle

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of **Continental Waste Industries, L.L.C.** this 11th day of May, 2005.

Signature: /s/ Harris W. Hudson

Printed Name & Title: Harris W. Hudson, Manager

**OPERATING AGREEMENT FOR
CONTINENTAL WASTE INDUSTRIES, LLC**

THIS OPERATING AGREEMENT (the "Agreement") of CONTINENTAL WASTE INDUSTRIES, LLC, (formerly Continental Waste Industries, Inc.), a Delaware limited liability company (the "Company"), is made and entered into on March 3, 2003, by Republic Services, Inc. ("RSI"). The Company was organized as a limited liability company under the Delaware Limited Liability Company Act (the "Law"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned hereby agrees as follows:

I. PURPOSES

The purposes of the Company are to engage in and do any act in furtherance of any and all lawful businesses for which limited liability companies may be formed under the Law.

II. ORGANIZATIONAL MATTERS

Section 2.1 Formation. The Company was formed pursuant to the Law upon the filing of Certificate of Formation ("Certificate") The rights and obligations of the Members shall be as provided under the Law, except as otherwise provided in the Certificate and this Agreement. The Members agree to each of the provisions of the Certificate. It is hereby agreed, acknowledged and confirmed that Harris W. Hudson was and is the "sole manager" (within the meaning of the Law) for purposes of executing and filing the Certificate, and the Certificate and such execution and filing of same are hereby ratified, approved and authorized.

Section 2.2 Principal Place of Business. The principal place of business of the Company shall be 110 S.E. 6th Street, 28th Floor, Ft. Lauderdale, Florida 33301, or such other address as may be established by the Members.

Section 2.3 Duration. The existence of the Company shall continue in perpetuity, unless the Company is sooner dissolved in accordance with the Law.

III. MEMBERS AND CAPITAL STRUCTURE

Section 3.1 Units Representing Membership Interests. The Interests of Members in the Company are divided into and represented by Units. Each Member's respective number of Units is set forth in Exhibit A as the same shall be amended from time to time to reflect any changes in the number of Units of Members. The Members agree that each Unit shall entitle the Member possessing such Unit to:

- (a) Equal governance rights per Unit and to one vote per Unit on matters on which the Members may vote under the Certificate, this Agreement and/or the Law;
- (b) An equal proportionate share per Unit of the Company's net income, gains, losses, deductions and credits; and
- (c) An equal proportionate share per Unit of amounts distributed to the Members in respect of their Interests upon dissolution of the Company.

Unless otherwise approved by the Members, the Company will not issue certificates representing Units, but at the written request of a Member, the Company will provide a certified statement setting forth the total number of Units issued and outstanding and the number of Units issued to the requesting Member, as of the date of the statement. It is hereby agreed, acknowledged and confirmed that RSI is, and has been admitted as the sole member of the Company, and that RSI's Units as set forth in Exhibit A have been duly issued, and such admission and issuance are hereby ratified, approved and authorized.

Section 3.2 Capital Contributions. The initial Capital Contribution to the Company of the sole Member is set forth on Exhibit A.

Section 3.3 Additional Capital. The Member shall not be obligated to make any Capital Contributions other than its initial Capital Contribution.

Section 3.4 Capital Accounts.

(a) An individual capital account (the "Capital Account") shall be established and maintained on behalf of each Member, including any Additional Member who shall hereafter receive an Interest, in the manner provided by Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Except as is specifically provided otherwise in this Agreement, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account.

IV. MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the Members shall be held no later than ninety (90) days following the close of the Company's fiscal year at the principal offices of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Section 4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member upon notice in writing to the Company of the proposed meeting and the matters proposed to be acted upon.

Section 4.3 Notice of Meetings. The Company shall deliver or mail written notice stating the date, time and place of any Members' meeting and, in the case of a special Members meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least five (5), but no more than sixty (60), days before the date of the meeting.

Section 4.4 Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.5 Voting Rights. Except as otherwise provided herein, on all matters that come before the Members for a vote, each Member shall be entitled to one vote for each Unit owned by such Member. The presence of a Majority in Interest of the Members shall constitute a quorum for any meeting of the Members. Except as otherwise provided in this Agreement, approval of any action by Majority in Interest of the Members requires the approval of a Majority in Interest of the Members.

Section 4.6 Action by Consent. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members. The written consent or consents shall be delivered to the Company for inclusion in its minutes.

Section 4.7 Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Section 4.8 Conduct of Meetings. At any Members' meeting, the Members with the approval of a Majority in Interest of the Members shall appoint a Member to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company.

V. MANAGEMENT AND OFFICERS

Section 5.1 Governance. The Company shall be managed by its members.

Section 5.2 Officers. The Company shall have a President, Vice President, Secretary, Treasurer and such other officers as the Member may determine and appoint. Such officers of the Company shall have the authority to sign contracts and execute documents that obligate the Company. The sole Member shall be an officer of the Company, holding each of the offices and titles set forth above, except to the extent that the sole Member has appointed another person or Entity to such office.

VI. ACCOUNTING AND RECORDS

Section 6.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles consistently applied ("GAAP"). The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

Section 6.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his, her, or its duly authorized representative, may inspect and copy such books and records upon reasonable notice and request, during normal business hours.

Section 6.3 Annual Tax Information. The Company shall use its best efforts to deliver to each Member within 60 days after the end of each fiscal year all information necessary for the preparation of such Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Members.

VII. ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 Allocation of Net Income, Net Loss or Capital Gains. The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Members, pro rata in accordance with their respective Percentage Interests.

VIII. DISSOLUTION AND WINDING UP

Section 8.1 Dissolution. The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A unanimous determination by the Members that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Section 8.2 Winding Up. Upon dissolution, the Members shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets, (b) disposing of properties that will not be distributed in kind to Members, (c) discharging or making provision for discharging liabilities, (d) distributing the remaining property among the Members, and (e) doing every other Law necessary to wind up and liquidate the business and affairs of the Company. The Members shall follow the procedure for disposing of known claims set forth in the Law and shall publish notice of the dissolution of the Company pursuant to the Law.

Section 8.3 Distribution of Assets. Upon the winding up of the Company, the assets shall be distributed as follows:

- (a) To creditors, including Members who are creditors to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves;
 - (b) To Members to repay any loans to the Company;
 - (c) To Members of the Company in respect of their share of the profits and other compensation by way of income on their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2); and
 - (d) To Members of the Company in respect of their Capital Contributions to the extent each such Member has a positive balance in his Capital Account as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2).
-

IX. AMENDMENTS

Section 9.1 Proposal of Amendments. Amendments to the Certificate and this Agreement may be proposed in writing by any Member. Copies of any amendments proposed to be made shall be sent to the Members.

Section 9.2 Approval of Amendments. A proposed amendment shall be voted upon at either an annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such amendment shall be approved by a Majority in Interest of the Members.

X. MISCELLANEOUS

Section 10.1 Complete Agreement. This Agreement and the Certificate constitute the complete and exclusive statement of agreement among the Members with respect to its subject matter. This Agreement and the Certificate replace and supersede all prior agreements by and among the Members or any of them. This Agreement and the Certificate supersede all prior written and oral statements, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate will be binding on the Members or have any force or effect whatsoever.

Section 10.2 Governing Law. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Binding Effect; Conflicts. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respective distributees, successors and assigns.

Section 10.4 Headings; Interpretation. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 10.5 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a

part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 10.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof with respect to this Agreement, it will be necessary to produce only one copy hereof signed by the party to be charged.

Section 10.7 Additional Documents and Laws. Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional Laws, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

Section 10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and their respective successors and assigns subject to the express provisions of this Agreement relating to successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 10.9 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to a Member at the address that appears in the records of the Company. Any Member or the Company may, at any time by giving five days, prior written notice to the other Members and the Company, designate any other address in substitution of the foregoing address to which such notice will be given.

Section 10.10 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 10.11 Reliance on Authority of Person Signing Agreement. In the event that a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Person or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such Entity.

Section 10.12 No Remedies Exclusive. To the extent any remedies are provided herein for a breach of this Agreement, the Certificate or the Law, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

Section 10.13 Other Ventures. Each of the Members may engage, directly or indirectly, in any other business venture or ventures of any nature and description, independently or with others, and neither the Company nor any of the Members shall have any rights in and to any such business ventures or the income or profits derived therefrom. The provisions of this section shall apply to a Member both during the period of its membership in the Company and after withdrawal from membership in the Company.

IN WITNESS WHEREOF, the undersigned sole Member of the Company has executed and agreed to this Operating Agreement on March 3, 2003.

REPUBLIC SERVICES, INC.

By: /s/ David A. Barclay
David A. Barclay

Title: Sr. Vice President & Asst. Secretary

SCHEDULE I
TO THE OPERATING AGREEMENT
(SCHEDULE OF DEFINITIONS)

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Law. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

“**Law**” means the Delaware Limited Liability Company Act, as the same is amended from time to time.

“**Agreement**” means this Operating Agreement of the Company, as originally executed, including all Schedules and Exhibits, and all of which may be amended from time to time.

“**Assignee**” means any “assignee” as that term is used in the Law, and includes any transferee or recipient of a Transfer of any Unit or Units, or any portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

“**Entity**” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

“**Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

“**Majority in Interest of the Members**” means the Member(s) who hold a majority of the outstanding Units. “Majority in Interest of the remaining Members” means those Members holding a majority of the outstanding Units, excluding the Member in question and that Member’s Units. In this regard, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

“**Member**” or “**Members**” refers to the parties to this Agreement as indicated on Exhibit A, and any Additional Members or Substitute Members.

“Operating Agreement” means this Agreement.

“Percentage Interest” means the percentage obtained by dividing the number of Units of a Member by the total number of outstanding Units of all Members.

“Principal Office” means the principal place of business specified in Section 2.2.

“Substitute Member” means any individual or entity admitted as a Member pursuant to Section 8.4.

“Transfer” means any “assignment” as that term is used in the Law, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (such as a Transfer in connection with divorce proceedings).

“Unit” refers to a unit of measurement of a Member’s Interest as established in Section 3.1. Whenever reference is made to “Percentage Interest,” a Unit may be converted into the same by dividing a Member’s number of Units by the total of all Units outstanding. For voting and other governance purposes, Unit(s) or any portion thereof that are the subject of an effective Transfer to an Assignee not a Substitute Member shall not be considered outstanding Units.

EXHIBIT A
TO THE OPERATING AGREEMENT
NAMES OF MEMBERS; CAPITAL
CONTRIBUTIONS, AND UNITS OF MEMBERS

Member
Republic Services, Inc., a Delaware corporation

Initial
Capital
Contribution
\$1.00

Number
of Units
1

**CERTIFICATE OF INCORPORATION
OF
COPPER MOUNTAIN LANDFILL, INC.**

1. The name of the Corporation is Copper Mountain Landfill, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

D. W. Slager
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

D. W. Slager
James Eng
G. Thomas Rochford, Jr.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
-

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 5th day of October, 1999.

/s/ D. W. Slager

D. W. Slager, Incorporator

**BYLAWS
OF
COPPER MOUNTAIN LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative

vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case

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

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract

or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might

have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be

given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of

the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any

regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the

Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected

with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

No. 11 Corporations for Gain**Submit in Triplicate**

Three or more persons of the age of 21 years or more may incorporate. Articles shall be executed in triplicate, and all of the copies forwarded to the Corporation Commissioner, Salem, Oregon. See Notes 1, 2 and 3 on back of this form.

**Articles of Incorporation
OF
CORVALLIS DISPOSAL CO.**

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators under the Oregon Business Corporation Act, adopt the following Articles of Incorporation:

ARTICLE I

- The name of this corporation is Corvallis Disposal Co. and its duration shall be perpetual.

ARTICLE II

- The purpose or purposes for which the corporation is organized are:
 - a) To conduct a general disposal business.
 - b) In general, to carry on any other lawful business whatsoever in connection with the foregoing or which is calculated, directly or indirectly, to promote the interest of the corporation or to enhance the value of it's properties.
 - c) This corporation assumes to itself and shall possess all rights, privileges and powers granted to or conferred on similar corporations by the laws of the State of Oregon and all additions and amendments thereto.
-

ARTICLE III

• The aggregate number of shares which the corporation shall have authority to issue is one thousand shares of the par value of \$100,000 per share.

ARTICLE IV

The corporation will not commence business until not less than \$1,000 (**At least \$1,000**) has been received by it as consideration for the issuance of its shares. (If the corporation shall have par value shares only, the total par value of which is less than \$1,000, then the amount to be received by it shall be the total par value thereof.)

ARTICLE V

The address of the initial registered office of the corporation is 121 North Third Street, Corvallis, Oregon and the name of its initial registered agent at such address is Robert E. Bunn

ARTICLE VI

The number of directors constituting the initial board of directors of the corporation is three (**At least three**). The directors shall be elected by the subscribing shareholders at a meeting called for that purpose by a majority of the incorporators.

ARTICLE VII

The name and address of each incorporator is:

Name	Address (Street and Number, if any)
Robert E. Bunn	828 North 29th, Corvallis, Oregon
Daniel E. Bunn	Wishram, Washington
Kathryn R. Bunn	828 North 29th, Corvallis, Oregon

ARTICLE VIII

(Add provisions for the regulation of the internal affairs of the corporation as may be appropriate.)

none

Dated February 2nd, 1954.

/s/ Daniel E. Bunn _____

/s/ Robert E. Bunn _____

/s/ Kathryn R. Bunn _____

STATE OF OREGON, }
County of Benton, }ss.

I, Robert Mix, a notary public for Oregon, hereby certify that on the 2nd day of February, 1954, personally appeared before me Robert E. Bunn, Daniel E. Bunn and Kathryn R. Bunn, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

/s/ Robert Mix _____
Notary Public for Oregon
My commission expires: May 7, 1954



ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
CORVALLIS DISPOSAL CO.

1. The name of the corporation is Corvallis Disposal Co.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“D. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18 , 1999.

4, The amendments were approved by the shareholders. Two hundred seventy-eight shares of the corporation are outstanding, 278 votes are entitled to be cast on the amendments, 278 votes were cast for the amendments, and no votes were cast against the amendments.

Corvallis Disposal Co.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
CORVALLIS DISPOSAL CO.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the

meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for

their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties

as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or

in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors

for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or

interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance

on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
OF
COUNTY DISPOSAL (OHIO), INC.

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is County Disposal (Ohio), Inc.

SECOND: The registered office of the corporation is to be located at 32 Lookerman Square, Suite L-100, Dover, Kent County, Delaware 19901. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Stephen W. Rubin, Esq.
Proskauer Rose Goetz & Mendelsohn LLP
1585 Broadway
New York, New York 10036

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the

case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

EIGHTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

NINTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

TENTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

ELEVENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of May, 1995.

/s/ Stephen W. Rubin

Stephen W. Rubin, Esq.
Sole Incorporator

**AMENDED AND RESTATED BYLAWS
OF
COUNTY DISPOSAL (OHIO), INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the

name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or

Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/27/1995
950093141 — 2502226

CERTIFICATE OF INCORPORATION
OF
COUNTY DISPOSAL, INC.

The undersigned incorporator in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is County Disposal, Inc.

SECOND: The registered office of the corporation is to be located at 32 Loockerman Square, Suite L-100, Dover, Kent County, Delaware 19901. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Stephen W. Rubin, Esq.
Proskauer Rose Goetz & Mendelsohn LLP
1585 Broadway
New York, New York 10036

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the state of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the

case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

EIGHTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

NINTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

TENTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

ELEVENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April, 1995.

/s/ Stephen W. Rubin

Stephen W. Rubin, Esq.
Sole Incorporator

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
COUNTY DISPOSAL, INC.**

It is hereby certified that:

1. The name of the corporation is COUNTY DISPOSAL, INC.
2. Article FOURTH of the Certificate of Incorporation of the Corporation is hereby amended to be as follows:

FOURTH: The corporation shall have the authority to issue 130,000 shares of common stock, par value \$.01 per share. The number of presently outstanding shares of common stock, par value \$.01 per share, of the corporation (an aggregate 28,148.75 shares) shall be reclassified and changed on the basis of one thousand (1,000) shares for every one (1) share presently outstanding with a result that the number of presently outstanding shares of common stock, \$.01 par value, shall be an aggregate 28,148.75.

3. The amendment to the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed and attested to on July 26, 1995

/s/ Scott H. Flamm
Executive Vice President
Scott H. Flamm

Attest:

/s/ Stephen W. Rubin
Secretary
Stephen W. Rubin

**AMENDED AND RESTATED BYLAWS
OF
COUNTY DISPOSAL, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the

Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the

Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President

and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and

reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking

indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by

such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.



Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)
Mail Form to one of the Following:
; Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
; No PO Box 670
Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:
(CHECK ONLY ONE (1) BOX)

(1) [X] Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705

(2) [] Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation) (State)

Complete the general information in this section for the box checked above.

Name County Environmental Landfill, LLC
o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) (mm/dd/yyyy) Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

This limited liability company shall exist for (Optional) (Period of existence)

Purpose (Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is (Optional)
(Name)
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
(City) (State) (Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

County Environmental Landfill, LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

C T Corporation System
(Name of Agent)
1300 East 9th Street
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Cleveland Ohio 44114
(City) (State) (Zip Code)

Must be authenticated by an authorized representative

/s/ Jo Lynn White December 15, 2004
Authorized Representative Date
Jo Lynn White

Authorized Representative Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

_____ (name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.
C T Corporation System

By: _____
(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

**OPERATING AGREEMENT OF
COUNTY ENVIRONMENTAL LANDFILL, LLC**

This Operating Agreement is executed as of December 16, 2004, by County Disposal (Ohio), Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is County Environmental Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114, County of Cuyahoga. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Ohio, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Ohio. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 1705.47 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 1705.44 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Ohio Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Ohio Limited Liability Company Act, as set forth in Ohio Revised Code Chapter 1705, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

COUNTY DISPOSAL (OHIO), INC.,
a Delaware corporation

By: /s/ Jo Lynn White
Its: Secretary

EXHIBIT A

Name and Address of the Member

County Disposal (Ohio), Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution

\$100.00



Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail Form to one of the Following:
i Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
PO Box 670
i No Columbus, OH 43216

ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) [x] Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705

(2) [] Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation) (State)

Complete the general information in this section for the box checked above.

Name County Land Development Sanitary Landfill, LLC

o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) (mm/dd/yyyy) Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

This limited liability company shall exist for (Optional) (Period of existence)

Purpose (Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) (Name) (Street) (City) (State) (Zip Code)
NOTE: P.O. Box Addresses are NOT acceptable.

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

County Land Development Sanitary Landfill, LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

C T Corporation System
(Name of Agent)

1300 East 9th Street
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Cleveland Ohio 44114
(City) (State) (Zip Code)

Must be authenticated by an authorized representative

/s/ Jo Lynn White
Authorized Representative
Jo Lynn White

December 15, 2004
Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

C T Corporation System
By: _____
(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Last Revised: May 2002

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Jo Lynn White
(Name)
15880 N Greenway-Hayden Loop, Suite 100
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Scottsdale Arizona 85260
(City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

County Land Development Sanitary Landfill, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

C T Corporation System
(Name)
1300 East 9th Street
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Cleveland Ohio 44114
(City) (State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)

/s/ Jo Lynn White
Authorized Representative
December 15, 2004
Date

Jo Lynn White
Print Name

Authorized Representative

Date

Print Name



www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
	PO Box 1390
<input type="checkbox"/> Yes	Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
	PO Box 1028
<input type="checkbox"/> NO	Columbus, OH 43216

**Limited Liability Company Certificate of
Amendment / Restatement / Correction**
(Domestic or Foreign)
Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

- (1) Domestic Limited Liability Company
 - Amendment (129-LAM)
 - Restatement (142-LRA)

- (2) Foreign Limited Liability Company
 - Correction (135-LFC)

12/16/2004
(Date of Organization)

(Home State)

(Qualifying in Ohio on MM/DD/YY)

The undersigned authorized
representative of

County Land Development Sani
(Name)

1506570
(Registration Number)

The above stated Limited Liability Company does hereby certify that the undersigned is duly authorized to execute this certificate, and hereby certifies that the above named Limited Liability Company Amend o Restate o Correct the following:

Complete the information in this section if box (1) Restatement is checked, all sections below must be completed. If box (1) Amendment or box (2) Correction is checked only complete sections that applies.

FIRST: The name of said limited liability company shall be:

County Land Development Landfill, LLC
(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd", "LLC", or "L.L.C.")

SECOND: (OPTIONAL) This limited liability company shall exist for a period of _____

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is **(OPTIONAL):**

(street address) **NOTE: P.O. Box Addresses are NOT acceptable.**

(city, township, or village) _____
(state) _____
(zip code)

Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.

FOURTH: Purpose (OPTIONAL)

Complete the information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

(City, village or township) **Ohio** _____
(State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or,
- B. the limited liability company fails to designate another agent when required to do so, or,
- C. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (**signed**)
by an authorized representative
(See Instructions)

/s/ Jo Lynn White _____
Authorized Representative

December 13, 2005 _____
Date

Jo Lynn White

Authorized Representative

Date

Authorized Representative

Date

**OPERATING AGREEMENT OF
COUNTY LAND DEVELOPMENT SANITARY LANDFILL, LLC**

This Operating Agreement is executed as of 16th day of December, 2004, by Browning-Ferris Industries of Ohio, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is County Land Development Sanitary Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114, County of Cuyahoga. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Ohio, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Ohio. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 1705.47 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 1705.44 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Ohio Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Ohio Limited Liability Company Act, as set forth in Ohio Revised Code Chapter 1705, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES OF OHIO,
INC., a Delaware corporation

By: /s/ Jo Lynn White

Its: Secretary

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries of Ohio, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

**CERTIFICATE OF INCORPORATION
OF
COUNTY LANDFILL, INC.**

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

FIRST: The name of the corporation is County Landfill, Inc.

SECOND: The registered office of the corporation is to be located at 32 Loockerman Square, Suite L-100, Dover, Kent County, Delaware 19901. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation shall have the authority to issue 1000 shares of common stock, par value \$0.01 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Stephen W. Rubin, Esq.
Proskauer Rose Goetz & Mendelsohn LLP
1585 Broadway
New York, New York 10036

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between the corporation and its creditors or any class of them and/or between the corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the

case may be, agree to any compromise or arrangement and to any reorganization of the corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the corporation, as the case may be, and also on the corporation.

EIGHTH: A director of this corporation shall not be personally liable to the corporation or its stockholders for monetary damages for the breach of any fiduciary duty as a director, except in the case of (a) any breach of the director's duty of loyalty to the corporation or its stockholders, (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law of the State of Delaware or (d) for any transaction from which the director derives an improper personal benefit. Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

NINTH: The corporation shall, to the fullest extent permitted by law, as the same is now or may hereafter be in effect, indemnify each person (including the heirs, executors, administrators and other personal representatives of such person) against expenses including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which such person may be involved by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving any other incorporated or unincorporated enterprise in such capacity at the request of the corporation.

TENTH: Unless, and except to the extent that, the by-laws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

ELEVENTH: The corporation hereby confers the power to adopt, amend or repeal bylaws of the corporation upon the directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of September, 1995.

/s/ Stephen W. Rubin, Esq.

Stephen W. Rubin, Esq.

Sole Incorporator

4. (Strike out if a limited partnership): Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer this 13th day of November, 1998.

COUNTY LANDFILL INC.
Name of Corporation/Limited Partnership

BY: /s/ D. W. Slager
(Signature)

TITLE: President

**AMENDED AND RESTATED BYLAWS
OF
COUNTY LANDFILL, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the

name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the

specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification

and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

**FIRST AMENDMENT TO PARTNERSHIP AGREEMENT OF
COUNTY LINE LANDFILL PARTNERSHIP**

This First Amendment to Partnership Agreement of County Line Landfill Partnership (the "First Amendment") is entered into effective as of December 1, 1998, by and between Allied Waste North America, Inc., a Delaware corporation ("AWNA") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("AWLH")(collectively, the "Partners").

RECITALS

D. County Line Landfill Partnership (the "Partnership") was formed as an Indiana general partnership pursuant to that certain Partnership Agreement of County Line Landfill Partnership, dated as of December 31, 1997 (the "Agreement") between Allied Waste Industries of Indiana, Inc., an Indiana corporation ("AWII") and AWLH. Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

E. Pursuant to an Agreement and Plan of Merger between AWII and AWNA, among others, dated October 30, 1998, AWII merged with and into AWNA, resulting in a transfer by operation of law of AWII's interest in the Partnership to AWNA.

F. The Partners desire to acknowledge the merger and the admission of AWNA as a substituted partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

3. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of AWII's interest in the Partnership to AWNA and (b) the admission of AWNA as a substituted partner.

4. Acceptance. AWNA hereby acknowledges the assumption of all of AWII's responsibilities and obligations with respect to the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, Vice President

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, President

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**PARTNERSHIP AGREEMENT
OF
COUNTY LINE LANDFILL PARTNERSHIP**

This Partnership Agreement is entered into as of December 31, 1997, between Allied Waste Industries of Indiana, Inc., an Indiana corporation and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is County Line Landfill Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and

1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code § 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding

unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Industries of Indiana, Inc.
an Indiana corporation

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Larry D. Henk
Its: Vice President

By: /s/ D. W. Slager
Its: President

EXHIBIT A

Names and Addresses of Partners

Allied Waste Industries of Indiana, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
All right, title and interest in and to the operating assets and liabilities of its waste operations	99%

\$197,531

1%

**CERTIFICATE OF FORMATION
COURTNEY RIDGE LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Courtney Ridge Landfill, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 5th day of October, 1999.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ D. W. Slager
D. W. Slager, Vice President, Operations

**OPERATING AGREEMENT
OF COURTNEY RIDGE LANDFILL, LLC**

This Operating Agreement (the "Agreement") of Courtney Ridge Landfill, LLC (the "Company") is executed as of October 5, 1999, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Courtney Ridge Landfill, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills and providing waste transportation services, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: Allied Waste North America, Inc., a Delaware corporation, 15880 N. Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and

other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions

upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The election by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to

refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm

Steven M. Helm,
Vice President — Legal

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

Secretary of State

ARTICLES OF ORGANIZATION
(R.5. 12:1301)

Domestic Limited Liability Company
Enclose \$75.00 filing fee
Make remittance payable to
Secretary of State
Do not send cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sos.louisiana.gov



STATE OF ARIZONA Check one: Business Nonprofit

PARISH/COUNTY OF MARICOPA

- 1. The name of this limited liability company is: Crescent Acres Landfill, LLC
- 2. This company is formed for the purpose of: (check one)
- Engaging in any lawful activity for which limited liability companies may be formed.

o _____
(use for limiting activity)

3. The duration of this limited liability company is: (may be perpetual) perpetual

4. Other provisions: AL ATER
SECRETARY OF STATE
RECEIVED & FILED
DATE OCT 13 2005

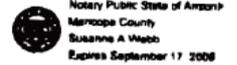
Signatures:

/s/ Jo Lynn White
Jo Lynn White, Authorized Representative

On this 11th day of October, 2005, before me, personally appeared Jo Lynn White, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY [ILLEGIBLE]

/s/ [ILLEGIBLE]
Notary Signature



(See instructions on back)

**OPERATING AGREEMENT OF
CRESCENT ACRES LANDFILL, LLC**

This Operating Agreement is executed as of October 13, 2005, by Browning-Ferris Industries, LLC, a Delaware limited liability company (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Crescent Acres Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Louisiana law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Louisiana shall be CT Corporation System, 8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809, Parish of East Baton Rouge. The registered office may be changed to any other place within the State of Louisiana upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Louisiana are CT Corporation System, 8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Louisiana, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Louisiana. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;

- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 12:1334 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 12:1336 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Louisiana Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Louisiana Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Louisiana Law. The laws of the State of Louisiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

(a) "Act" means the Louisiana Limited Liability Company Act, as set forth in Louisiana RS 12:1301, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Contribution" means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

"Certificate of Formation" has the meaning given that term in Section 1.9 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Company" means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

"Member" means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement,

“Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES, LLC,
a Delaware limited liability company

By: /s/ Steven M. Helm
Steven M. Helm
Vice President

EXHIBIT A

Name and Address of the Member
Browning-Ferris Industries, LLC
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution

\$100.00

FILED
In the office of the
Secretary of State
of the State of California

OCT 31 1996

ARTICLES OF INCORPORATION
OF
CROCKETT GARBAGE SERVICE, INC.



BILL JONES, Secretary of State

ARTICLE I.

The name of the corporation is CROCKETT GARBAGE SERVICE, INC.

ARTICLE II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III.

The name and address in this state of the corporation's initial agent for service of process is:

<u>Name</u>	<u>Address</u>
Richard E. Norris	3260 Blume Drive, Suite 200 Richmond, CA 94806

ARTICLE IV.

The corporation is authorized to issue only one class of stock, having a total number of 1,000 shares.

IN WITNESS WHEREOF, the undersigned, who is the incorporator of this corporation, has executed these Articles of Incorporation on October 31, 1996.

/s/ Richard E. Norris
RICHARD E. NORRIS INCORPORATOR

I declare that:

1. I am the person whose name is subscribed below.
2. I am the sole incorporator of and I have executed these Articles of Incorporation.
3. The foregoing Articles of Incorporation are my act and deed.

Executed on October 31, 1996 at Richmond California.

/s/ Richard E. Norris
RICHARD E. NORRIS

DEC 4 1996

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
CROCKETT GARBAGE SERVICE, INC.


BILL JONES, Secretary of State

RICHARD E. NORRIS certifies that:

1. He is the sole incorporator of Crockett Garbage Service, Inc., a California corporation.
2. He hereby adopts the following amendment of the Articles of Incorporation of said corporation:
**“Article I is amended to read as follows:
the name of the corporation is Crockett
Sanitary Service, Inc.”**
3. No directors were named in the original Articles of Incorporation of the above-named corporation and none have been elected.
4. The corporation has issued no shares.
5. I further declare under penalty of perjury under the laws of the State of California that the matters as set forth in this certificate are true and correct of my own knowledge.

Date: December 3, 1996

/s/ Richard E. Norris

RICHARD E. NORRIS

**SECOND AMENDED AND RESTATED BYLAWS
OF
CROCKETT SANITARY SERVICE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 06/20/1997
971204660 - 2764758

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CROW LANDFILL TX, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

- I. The name of the limited partnership is "Crow Landfill TX, LP."
- II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.
- III. The name and mailing address of the general partner are as follows:
Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Crow Landfill TX, LP as of June 19, 1997.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
General Partner

By /s/ Steven M. Helm
Steven M. Helm, Secretary

**AGREEMENT OF LIMITED PARTNERSHIP OF
CROW LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of June 18, 1997, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Crow Landfill TX, LLC, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Crow Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

- (i) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to

the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;

(d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of

the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;
- (b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time

specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Steven M. Helm, Secretary

Crow Landfill TX, LLC,
a Delaware limited liability company,

By: /s/ Steven M. Helm
Steven M. Helm, Secretary

EXHIBIT A

Names and Addresses of Partners:

	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
<u>General Partner:</u>	<u>\$</u>	<u>1%</u>
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		
<u>Limited Partner:</u>	<u>\$</u>	<u>99%</u>
Crow Landfill TX, LLC 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260		

**FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF
CROW LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Crow Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 1998, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH") and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH")(collectively, the "Partners").

RECITALS

A. Crow Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State dated June 20, 1997, and the related Limited Partnership Agreement of Crow Landfill TX, LP, dated as of June 18, 1997 (the "Agreement") between AWLH and Crow Landfill TX, LLC, a Delaware limited liability company ("CROW"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an Agreement and Plan of Merger between AWSH and CROW, among others, dated December 29, 1998, CROW merged with and into AWSH, resulting in a transfer by operation of law of CROW's interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the merger and the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of CROW's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of CROW's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ D. W. Slager
D. W. Slager, President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Michael G. Hannon
Michael G. Hannon
Vice President

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%



LLC-1011
(07/04)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is
Charlotte County Development Company, LLC
(The name must contain the words "limited company" or "limited liability company" or the abbreviation "L.C.", "LC", "L.L.C." or "LLC")

2. A. The name of the limited liability company's initial registered agent is C T Corporation System.

B. The registered agent is **(mark appropriate box):**

- (1) an INDIVIDUAL, who is a resident of Virginia **and**
- a member or manager of the limited liability company.
 - a member or manager of a limited liability company that is a member or manager of the limited liability company.
 - an officer or director of a corporation that is a member or manager of the limited liability company.
 - a general partner of a general or limited partnership that is a member or manager of the limited liability company.
 - a trustee of a trust that is a member or manager of the limited liability company.
 - a member of the Virginia State Bar.

OR

(2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. The limited liability company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is
4701 Cox Road, Suite 301
(number/street)

Glen Allen, VA 23060-6802
(city or town) (zip)

which is located in the o city **or** county of Henrico.

4. The limited liability company's principal office address, including the street and number, if any, is

15880 N Greenway-Hayden Loop, Suite 100
(number/street)
Scottsdale, Arizona 85260
(city or town) (state) (zip)

5. Organizer:

/s/ Jo Lynn White September 10, 2004
(signature) (date)
Jo Lynn White, Authorized Representative (480) 627-2700
(printed name) (telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE



LLC-1014N
(07/05)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A VIRGINIA LIMITED LIABILITY COMPANY
By the Members

The undersigned, pursuant to § 13.1-1014 of the Code of Virginia, executes these articles and states as follows:

1. The current name of the limited liability company is Charlotte County Development Company, LLC.
2. The name of the limited liability company is changed to Cumberland County Development Company, LLC.
3. The foregoing amendment was adopted by a majority vote of the members entitled to vote on
01/26/06
(date)

4. CHECK IF APPLICABLE (see instructions):

- The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

Executed in the name of the limited liability company by:

	January 26, 2006
(signature)	(date)
Jo Lynn White	Secretary
(printed name)	(title)
S132690	480-627-2700
(limited liability company's SCC ID no.)	(telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF AMENDMENT—
VIRGINIA LIMITED LIABILITY COMPANY
ARTICLES OF AMENDMENT OF
Cumberland County Development Company, LLC

The undersigned limited liability company, pursuant to Title 13.1, Chapter 12, Article 2 of the Code of Virginia, hereby submit(s) the following articles of amendment and sets forth:

1. The name of the limited liability company is Cumberland County Development Company, LLC.
2. The new principal address of Cumberland County Development Company, LLC is 18500 North Allied Way, Phoenix, Arizona 85054
3. The foregoing amendment was adopted by the limited liability company on 10/30/06
4. The amendment to the articles of organization was approved by a vote of the members in accordance with the provisions of the Virginia Limited Liability Company Act.

Executed in the name of the limited liability company by.

Signature: /s/ Jo Lynn White

Date: November 10, 2006

Printed Name: Jo Lynn White

Title: Secretary of Allied Waste North America, Inc., Member of Cumberland County Development Company, LLC

SCC ID no S132690-1

**OPERATING AGREEMENT OF
CHARLOTTE COUNTY DEVELOPMENT COMPANY, LLC**

This Operating Agreement is executed as of September 13, 2004, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 **Formation.** The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 **Name.** The name of the Company is Charlotte County Development Company, LLC. The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Virginia law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Virginia shall be CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, Virginia, County of Henrico. The registered office may be changed to any other place within the State of Virginia upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Virginia are CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, Virginia. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 **Term.** The term of the Company shall commence on the date the Certification of Formation is filed in Virginia, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Virginia. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 347.143 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 347.141 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Virginia Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Virginia Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Virginia Law. The laws of the State of Virginia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Virginia Limited Liability Company Act, as set forth in Code of Virginia § 13.1-1000, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

FILED
AUG 11 1992
GEORGE H. RYAN
SECRETARY OF STATE

Submit in Duplicate

File #

This Space For Use By
Secretary of State

Payment must be made by Certified Check, Cashiers' Check or a Honey Order,
payable to "Secretary of state"

DO NOT SEND CASH !

Date 8-11-92

License Fee
Franchise Tax
Filing Fee

\$
\$ 25.00
\$ 75.00
100.00

Clerk 2

JIM EDGAR
Secretary of State
State of Illinois
ARTICLES OF INCORPORATION

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is (Shall contain the word "corporation", "company", "incorporated", "limited", or an abbreviation thereof)

CONTINENTIAL WAST INDUSTRIES VENTURE, INC.

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent -

PAID
AUG 11 1992 Thomas Volini

Registered Office -

4052 Frankin Street
Western Springs, IL 60558

EXPEDITED
AUG 11 1992
SECRETARY OF STATE

ARTICLE THREE The purpose or purposes for which the corporation is organized are:

The transaction of any and all lawful business for which corporations may be incorporated under the Illinois Business Corporation Act of 1983.

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

CLASS	PAR VALUE PER SHARE	NUMBER OF SHARES AUTHORIZED
Common	No par value	1000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are: None

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefore, are;

CLASS	PAR VALUE PER SHARE	NUMBER OF SHARES ISSUED
Common	No par value	1000

CONSIDERATION TO BE RECEIVED THEREFOR: \$100.00

ARTICLE SIX OPTIONAL

The number of directors constituting the initial board of directors of the corporation is and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are: One (1)

Thomas Volini
4052 Frankin Street
Western Springs, IL 60558

ARTICLE SEVEN OPTIONAL

- (a) It is estimated that the value of the property to be owned by the corporation for the following year wherever located will be:
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be:
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be:
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be:

ARTICLE EIGHT OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of

Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

DATED: August 10, 1992

Signature and Name

Post Office Address

1. /s/ Julie Espineza
Julie Espineza

1. 500 Central Avenue
Albany, N.Y. 12206

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

ARTICLES OF INCORPORATION
OF
CONTINENTAL WAST INDUSTRIES VENTURE, INC.

FILED BY:
Infosearch, Inc. — S5293-903215
500 Central Ave.
Albany, NY 12206-2290

FILED
SEP 8 1992
GEORGE H. RYAN
SECRETARY OF STATE

BCA — 10.30

File # 5694-509-1

Submit in Duplicate

This Space For Use By Secretary of state

Remit payment in Check or Money order payable to "Secretary of State".

Date 9/8/92

DO NOT SEND CASH !

License Fee

\$
\$25.00

Filing Fee

Clerk

JIM EDGAR
Secretary of State
State of Illinois

PAID
SEP 9, 1992

ARTICLES OF AMENDMENT

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE

The name of the corporation is:

(Note 1)

CONTINENTAL WAST INDUSTRIES VENTURE, INC.

ARTICLE TWO

The following amendment to the Article of Incorporation was adopted on August 14, 1992 the manner indicated below (" " one box only.)

By a majority of the incorporators, provided no directors were named in the Articles of Incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of the adoption of this amendment;

(Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

By the shareholders, in accordance with Section 10.20 a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of this amendment;

(Note 4)

o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors have been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is: RESOLVED, that the Articles of Incorporation be amended to read as follows:)

CONTINENTAL WASTE INDUSTRIES VENTURE, INC.

(New Name)

EXPEDITED
SEP 08 1992
SECRETARY OF STATE

EXPEDITED
AUG 26 1992
SECRETARY OF STATE

ARTICLE THREE

The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No Change")

N/A

ARTICLE FOUR

(a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

N/A

(b) The amount of paid-in-capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

N/A

Paid-in Capital	Before Amendment \$ _____	After Amendment \$ _____
-----------------	------------------------------	-----------------------------

(1) The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated: August 20, 1992

CONTINENTAL WAST INDUSTRIES VENTURE, INC.
(Exact name of corporation)

attested by:

/s/ Kevin Sheehy
Signature of Secretary

by /s/ Michael Drury
Signature of Vice President

Kevin Sheehy

Michael Drury

(2) If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.



FILED

OCT 7 1992

GEORGE H. RYAN
SECRETARY OF STATE

GEORGE H. RYAN
SECRETARY OF STATE
State of Illinois

BCA — 10.30 (Form Rev. Jan. 1986)

File # 5694-509-1

Submit in Duplicate

Remit payment in Check or Money order, payable to
"Secretary of State".

DO NOT SEND CASH !

This Space For Use By
Secretary of State

Date 10/7/92

ARTICLES OF AMENDMENT

License Fee	\$
Franchise Tax	\$
Filing Fee	\$25.00
Clerk	

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is Continental Waste Industries Ventures, Inc.

(Note 1)

ARTICLE TWO The following amendment of the Articles of Incorporation was adopted on September 25, 1992 19 _____ in the manner indicated below. ("" one box only.)

- By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

(INSERT AMENDMENT)

(Any article being amended it required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of Incorporation be amended to read as follows:)

CONTINENTAL WASTE INDUSTRIES OF ILLINOIS, INC.

(NEW NAME)

PAID
OCT 7 1992

All changes other than name, include on page 2
(over)

EXPEDITED
OCT 07 1992
SECRETARY OF STATE

ARTICLE THREE The manner in which any exchange, reclassification or cancellation of issued shares or a reduction of the number of authorized shares of any class below the number of issued shares of that class provided for or elected by this amendment, is as follows (if not applicable, insert "NO change")

NO CHANGE

ARTICLE FOUR (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows (it not applicable, insert "No change")

NO CHANGE

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (if not applicable insert "No change")

NO CHANGE

EXPEDITED
OCT 05 1992
SECRETARY OF STATE

Paid-in Capital	Before Amendment \$ _____	After Amendment \$ _____
-----------------	------------------------------	-----------------------------

(Complete either item 1 or 2 below)

(1) The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated September 25, 1992

Continental Waste Industries Venture, Inc.
(Exact Name of Corporation)

attested by: /s/ T. Kevin Sheehy
(Signature of Secretary or Assistant Secretary)

by: /s/ Michael Drury
(Signature of President or Vice President)

T. Kevin Sheehy
[ILLEGIBLE]

Michael Drury, V.P.
(Type of Print Name and Title)

(2) If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____, 19 _____

ARTICLES OF AMENDMENT

George H. Ryan
Secretary of State
Department of Business Services
Springfield IL 62756
Telephone (217) 782-6961

SUBMIT IN DUPLICATE

This space for use of
Secretary of State

FILED

FEB 23 1993
GEORGE H. RYAN
SECRETARY OF STATE

Date [ILLEGIBLE]

Franchise Tax \$
Filing Fee \$
Penalty \$
Approved: [ILLEGIBLE]

Remit payment in check or money
order, payable to "Secretary of State".

1. CORPORATE NAME: Continental Waste Industries of Illinois, Inc.

(Note 1)

2. MANNER OF ADOPTION:

The following amendment of the Articles of Incorporation was adopted on February 22, 1993 in the manner indicated below.
(one box only)

- By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued by shareholder action not being required for the adoption of the amendment; (Note 3)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- By the shareholders, in accordance with Section 10.20 and 7.10 a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of incorporation be amended to read as follows:)

CWI of Illinois, Inc. MH
(NEW NAME)

PAID
FEB 23 1993

All changes other than name, include on page 2
(over)

EXPEDITED
FEB 23 1993
SECRETARY OF STATE

3. [ILLEGIBLE]

NO CHANGE

4. (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Pain-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

NO CHANGE

(b) The amount of paid-in-capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

NO CHANGE

Paid-in Capital	Before Amendment \$ _____	After Amendment \$ _____
-----------------	------------------------------	-----------------------------

(Complete either Item 5 or 6 below)

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated February 22, 1993

Continental Waste Industries of Illinois, Inc.
(Exact Name of Corporation)

attested by /s/ [ILLEGIBLE]
(Signature of Secretary or Assistant Secretary)

by /s/ Michael Drury
(Signature of President or Vice President)

[ILLEGIBLE] Assistant Secretary
(Type or Print Name and Title)

Michael Drury, Vice President
(Type or Print Name and Title)

6. If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19_____

**AMENDED AND RESTATED BYLAWS
OF
CWI OF ILLINOIS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
OF
TUTOR JR. REFUSE SERVICE, INC.

The undersigned natural person of the age of eighteen (18) years or more does hereby adopt the following articles of incorporation for the purpose of forming a corporation under the General and Business Corporation Act.

ARTICLE I

The name of the corporation is: TUTOR JR. REFUSE SERVICE, INC.

ARTICLE II

The initial registered office of the corporation in the State of Missouri shall be located at 756 N 6th Street, Ste. Genevieve, Missouri 63670.

The name of the initial registered agent of the corporation at such address shall be NORMA GRASS.

ARTICLE III

The aggregate number of shares which this corporation shall have authority to issue shall be 30,000 shares, all of which shall be common stock having a par value of One Dollar (\$1.00) per share.

ARTICLE IV

The preemptive rights of shareholders to purchase additional shares of the corporation's authorized capital common stock shall not be limited or denied.

ARTICLE V

The name of the incorporator is as follows: Frank J. Elpers, 296 Market Street, Ste. Genevieve, MO 63670.

ARTICLE VI

The initial Board of Directors of the corporation shall consist of 2 persons. The number of directors to constitute subsequent boards of directors shall be fixed by, or in the manner provided in, the by-laws of the corporation. Any changes in the number of members of the Board shall be reported to the Secretary of State within thirty (30) calendar days of such change.

ARTICLE VII

The corporation shall have perpetual existence.

[ILLEGIBLE]
[ILLEGIBLE]
OCT 11 1989
[ILLEGIBLE]

ARTICLE VIII

The purposes for which this corporation is formed are as follows:

- A. To operate a refuse pick-up service;
- B. To the same extent as natural persons could do, to acquire, construct, maintain, develop, improve, rent, use, mortgage and dispose of real property and interests;
- C. To act as agent or representative, in any capacity; and to perform services for others;
- D. To acquire, develop, own and dispose of rights, privileges, permits and franchises, convenient for any of the purposes of its business;
- E. To acquire, own, pledge, dispose of and deal in shares of capital stock, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, associations, firms, trusts or persons, public or private, or by the government of the United States of America or by any foreign government or by any state, territory, province, municipality or other political subdivision or by any governmental agency, domestic or foreign, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;
- F. To aid in any manner any corporation, association, firm or individual, any of whose securities, evidences of indebtedness, obligations or stock are held by the corporation directly or indirectly, or in which, or in the welfare of which, the corporation shall have any interest, and to guarantee securities, evidences of indebtedness and obligations of other persons, firms, associations and corporations;
- G. To acquire, and pay for in cash, stock, bonds or other securities of the corporation or otherwise, the goodwill, rights, assets and property and to undertake and assume the whole or any part of the obligations or liabilities of any person, firm,

association or corporation;

H. To borrow moneys and, from time to time without limit as to amount, to issue, accept, endorse and execute promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes;

I. To lend any of its funds, either with or without security;

J. To acquire, hold and dispose of shares of its own capital stock and rights thereto;

K. To carry on any other lawful business for which a corporation may be organized under the General Corporation Law of Missouri;

L. To do all such things as are necessary and incidental to the attainment of the above stated purposes;

M. To have and exercise all the powers conferred by the laws of the State of Missouri upon corporations formed under the laws of such State;

N. The purposes specified in the foregoing clauses shall, except as otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the purposes specified in each of the foregoing clauses of this article shall be regarded as independent purposes.

ARTICLE IX

No contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any of the directors or officers of this corporation are interested in or are members, shareholders, directors or officers of such other firm or corporation and any director or officer of this corporation may be a party to or may

be interested in any contract or transaction of this corporation or in which this corporation is interested and no such contract shall be affected or invalidated thereby and each and every person who may become a director or officer of this corporation is hereby relieved from any liability that might otherwise exist, from his contract and with this corporation for the benefit of himself or any person, firm, association or corporation in which he may be in anywise, interested.

ARTICLE X

The above stated objects and purposes shall be construed also as powers, but such enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the corporation now or hereafter granted to it by law. Only the business for which a corporation may be formed under the laws of the State of Missouri may be conducted by the Corporation.

IN WITNESS WHEREOF, I have executed these articles of incorporation this 10th day of October, 1989.

/s/ Frank J. Elpers
FRANK J. ELPERS

STATE OF MISSOURI)
) SS.
COUNTY OF STE, GENEVIEVE)

I, Jean M. Schweigert a notary public, do hereby certify that on this 10th day of October, 1989, personally appeared before me, Frank J. Elpers, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Jean M. Schweigert
Notary Public

My Commission expires:

*JEAN M. SCHWEIGERT, NOTARY PUBLIC
STE GENEVIEVE COUNTY, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/18/91*

[ILLEGIBLE]
[ILLEGIBLE]
OCT 11 1989
[ILLEGIBLE]



State of Missouri
Judith K. Moriarty, Secretary of State
Corporation Division

Amendment of Articles of Incorporation
(To be submitted in duplicate)

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is Tutor Jr. Refuse Service, Inc.
The name under which it was originally organized was Tutor Jr. Refuse Service, Inc.
2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on April 21, 1994.
3. Article Number I is amended to read as follows:

The name of the corporation is: CWI of Missouri, Inc.

(If more than one article is to be amended or more space is needed attach fly sheet.)

4. Of the 30,000 shares outstanding, 30,000 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

<i>Class</i>	<i>Number of Outstanding Shares</i>
Common	30,000

5. The number of shares voted for and against the amendment was as follows:

<i>Class</i>	<i>No. Voted For</i>	<i>No. Voted Against</i>
Common	30,000	-0-

6. If the amendment changed the number or par value of authorized shares having a par value, the amount in dollars of authorized shares having a par value as changed is: N/A

If the amendment changed the number of authorized shares without par value, the authorized number of shares without par value as changed and the consideration proposed to be received for such increased authorized shares without par value as are to be presently issued are: N/A

7. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected. N/A

IN WITNESS WHEREOF, the undersigned, Carlos E. Aguero
President or

_____ has executed this instrument and its
Vice President

_____ , has affixed its corporate seal hereto and
T. Kevin Sheehy
Secretary or Assistant Secretary

attested said seal on the 22 day of April, 1994.

Place
CORPORATE SEAL
Here
(If no seal, state "None")

None

Tutor Jr. Refuse Service, Inc.
Name of Corporation

ATTEST:
/s/ T. Kevin Sheehy
Secretary of Assistant Secretary

By: /s/ Carlos E. Aguero
President or Vice President

FILED AND CERTIFICATE
ISSUED
APR 26 1994

/s/ Judith K. Mariarty
[ILLEGIBLE]

State of New Jersey
County of Union } ss.

I, Victoria D. Halloran, a Notary Public do hereby certify that on this 21st day of April 1994, personally appeared before me Carlos E. Aguero who, being by me first duly sworn, declared that he is the President of Tutor Jr. Refuse Service, Inc. that he signed the foregoing documents as President of the corporation, and that the statements therein contained are true.

(Notarial Seal)

/s/ Victoria D. Halloran
Notary Public

My commission expires April 23, 1996

VICTORIA D. HALLORAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 23, 1996

AMENDED AND RESTATED BYLAWS
OF
CWI OF MISSOURI, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/04/1996
960099184 — 2610854

CERTIFICATE OF FORMATION
OF
D & L DISPOSAL L.L.C.
A LIMITED LIABILITY COMPANY

FIRST: The name of the limited liability company is:

D & L Disposal L.L.C.

SECOND: The address of the limited liability company's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 4th day of April, 1996.

/s/ Blaine A. Lamperski

Blaine A. Lamperski

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
D&L DISPOSAL, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of November 4, 1998, by Liberty Waste Services of Illinois, L.L.C., an Illinois limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 **Formation.** The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation. This Agreement amends and restates in its entirety any previous operating agreement of the Company.

1.3 **Name.** The name of the company governed by this Agreement is D&L Disposal, L.L.C. (the "Company"). The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect the provisions of this Agreement or any amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name of the sole Member is set forth in the heading of this Agreement.

2.2 Contributions of Member. The Member or its predecessor previously contributed capital to the Company, as reflected in the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a

certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Amended and Restated Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement, or any other Person admitted as a Member pursuant to the terms of this Agreement. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Liberty Waste Services of Illinois, L.L.C.,
an Illinois limited liability company

By: /s/ D. W. Slagar
Its: Executive Vice President

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
DALLAS DISPOSAL CO.**

1. The name of the corporation is Dallas Disposal Co.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“D. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“E. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“F. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“G. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is August 18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Dallas Disposal Co.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

Submit the original
and one true copy
\$10.00

Corporation Division — Business Registry
Public Service Building
255 Capitol St., NE Ste. 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 378-4381

REGISTRY NUMBER
121935-12

ARTICLES OF AMENDMENT
Business Corporation

- 1: Name of the corporation prior to amendment: Dallas Garbage Disposal Co.
- 2: State the article number(s) and set forth the article(s) as it is amended to read or attach a separate sheet.

ARTICLE I

The name of the corporation is Dallas Disposal Co.

3. The amendment(s) was adopted on January 3, 1995.

(If more than one amendment was adopted, identify the date of adoption of each amendment.)

4. Check the appropriate statement:

Shareholder action was required to adopt the amendment(s). The vote was as follows:

Class or series of shares	Common
No. of shares outstanding	1000
No. of votes entitled to be cast	1000
No. of votes cast for	1000
No. of votes cast against	-0-

Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the board of directors without shareholder action.

The corporation has not issued any shares of stock. Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the incorporators or by the board of directors.

/s/ John Condon	John Condon	President
SIGNATURE	PRINTED NAME	TITLE
Person to contact about this filing:	Lane P. Shetterly	(503) 623-6695
	NAME	DAYTIME PHONE

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR INCLUDE YOUR VISA OR MASTERCARD NUMBER AND EXPIRATION DATE _____ - _____ - _____ / _____ AND FAX. 112 (2/94)

12a-B
3-74
Submit in duplicate

**Articles of Amendment For Gain
By Directors**

**Articles of Amendment
By Directors
Of**

KELMAN GARBAGE DISPOSAL COMPANY

Pursuant to the provisions of ORS 57.360 (2) (a), the undersigned, being the president or vice-president and secretary or assistant secretary or a majority of the directors of the corporation hereinafter named, adopt the following Articles of Amendment:

1. The name of the corporation is Kelman Garbage Disposal Company
2. The corporation has not issued any shares of stock.
3. The following amendment of the Articles of Incorporation was adopted by a majority of the directors on June 30, 1977.

(The article or articles being amended should be set forth in full as they will be amended to read.)

Article I. The name of this corporation is Dallas Garbage Disposal Co. and its duration shall be perpetual.

We, the undersigned, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

(Choose one of the two following forms of execution)

(1) _____ and _____
President Secretary

OR

(2) /s/ Lee Davis Kell _____
Lee Davis Kell Director Director

Director Director

Director Director

Dated June 30, 1977.

One or more natural persons of the age of 18 years or more may Incorporate a business corporation by signing, verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporations is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

FILE NO. 121935

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
JUN 20 1977
FRANK J. HEALY
CORPORATION COMMISSIONER

Articles of Incorporation

The undersigned natural person(s) of the age of eighteen years or more, acting as incorporators [ILLEGIBLE] under the Oregon Business Corporation Act, adopt the following Articles of Incorporation

ARTICLE I The name of this corporation is Kelman Garbage Disposal Company

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such words.)

and its duration shall be Perpetual

ARTICLE II The purpose or purposes for which the corporation is organized are:

Solid waste collection and disposal and any other lawful activity for which corporations may be organized under ORS Chapter 57.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes, "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is 5,000 shares \$1.00 par value

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If there is more than one class of stock, Insert a statement as to the preference, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is 1330 The Bank of California Tower, Portland, Oregon 97205

(Street and Number)

(NOTE—A P.O. Box No. is not acceptable)

(City and State)

(Zip Code)

and the name of its initial registered agent at such address is Lee Davis Kell

ARTICLE V The number of directors constituting the initial board of directors of the corporation is one, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
	(NOTE: A P O BOX NUMBER IS NOT ACCEPTABLE)
	(Street and Number) (City and State) (Zip)
Lee Davis Kell	1330 The Bank of California Tower Portland, Oregon 97205

ARTICLE VI The name and address of each Incorporator is:

Name	Address
	(NOTE: A P O BOX NUMBER IS NOT ACCEPTABLE)
	(Street and Number) (City and State) (Zip)
Lee Davis Kell	1330 The Bank of California Tower Portland, Oregon 97205

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true correct, and complete.

/s/ Lee Davis Kell

Lee Davis Kell

Dated June 17, 1977.

** Submit articles in duplicate original with filing and license fees as listed below. Duplicate original means both copies MUST have original signatures.

If authorized shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
5,000	10,000	15	15	30
10,000	25,000	20	20	40
25,000	50,000	30	30	60
50,000	100,000	50	50	100
100,000	250,000	75	75	150
250,000	500,000	100	100	200
500,000	1,000,000	125	125	250

If the authorized shares exceed \$1,000,000, a \$200 license fee and a \$200 filing fee—totaling \$400.

To determine the amount of organization fee payable by a corporation having stock without par value, but for no other purpose, such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Building, 158 1211 Street N.E., Salem, Oregon 97310.

AMENDED AND RESTATED BYLAWS
OF
DALLAS DISPOSAL CO.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED
FILED

In the office of the Secretary of State
of the State [ILLEGIBLE]
SEP 2 1971
EDMUND G. LROWN Jr., Secretary of State
By F. COLBY VOGEL
Deputy

ARTICLES OF INCORPORATION
OF

DELTA CONTAINER CORPORATION

For the purposes of forming this Corporation under the laws of the State of California, the undersigned incorporators hereby state:

ARTICLE FIRST

Name

The name of the Corporation is: DELTA CONTAINER CORPORATION

ARTICLE SECOND

Purposes

The Corporation's purposes are:

- (a) Primarily to engage in the specific business of operating an industrial refuse service;
- (b) To engage in any business related or unrelated to that described in clause (a) of this Article Second and from time to time authorized or approved by the Board of Directors of this corporation;
- (c) To act as partner or joint venturer or in any other legal capacity in any transaction;
- (d) To do business anywhere in the world; and
- (e) To have and exercise all rights and powers from time to time granted to a corporation by law.

The above purpose clauses shall not be limited by reference to or inference from one another, but each purpose clause shall be construed as a separate statement conferring independent purposes and powers upon the Corporation.

ARTICLE THIRD

Location

The county in the State of California where the principal office for the transaction of the business of the Corporation is located is the County of San Joaquin.

ARTICLE FOURTH

Directors

(a) The number of Directors of the Corporation is three (3) until changed by amendment of these Articles of Incorporation or by a By-Law duly adopted by the shareholders of the Corporation.

(b) The names and addresses of the persons who are appointed to act as first Directors are:

- | | |
|--------------------------|--|
| 1. Lawrence A. Aufmuth | 525 University Avenue
Palo Alto, California |
| 2. Patrick J. McGaraghan | 525 University Avenue
Palo Alto, California |
| 3. Paul E. Kreutz | 525 University Avenue
Palo Alto, California |

ARTICLE FIFTH

COMPLEX STOCK STRUCTURE

The Corporation is authorized to issue two classes of shares to be designated respectively "preferred" and "common." The total number of shares which the corporation is authorized to issue is seven thousand five hundred (7,500) shares. The aggregate par value of all shares that are to have a par value is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.000). The number of preferred shares authorized is five thousand (5,000) shares, and the par value of each such shares is TEN DOLLARS (\$10.00). The number of common shares authorized is two thousand five hundred (2,500) shares, and the par value of each such share is TEN DOLLARS (\$10.00).

The preferred shares authorized by these Articles of Incorporation may be issued from time to time in one or more series. The Board of Directors is hereby authorized to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption, including sinking fund provisions, the redemption price or prices, and the liquidation preferences of any wholly unissued class or series of preferred shares, and the number of shares constituting any such series and the designation thereof, or any of them.

The Board of Directors is further authorized to increase or decrease the number of shares of any series, the number of which was fixed by it, subsequent to the issue of

shares of that series, but not below the number of shares of such series then outstanding, subject to the limitations and restrictions stated in the resolution of the Board of Directors originally fixing the number of shares of such series. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

IN WITNESS WHEREOF, the undersigned incorporators, who are also the first Directors of this Corporation, have executed these Articles of Incorporation on August 13, 1971.

/s/ Lawrence A. Aufmuth
Lawrence A. Aufmuth

/s/ Patrick J. McGaraghan
Patrick J. McGaraghan

/s/ Paul E. Kreutz
Paul E. Kreutz

STATE OF CALIFORNIA

)

)

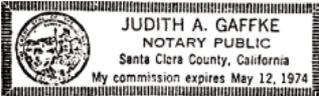
)

ss.

CITY AND COUNTY OF SANTA CLARA

On this 13th day of August, 1971, before me, Judith A. Gaffke, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lawrence A. Aufmuth, Patrick J. McGaraghan and Paul E. Kreutz, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



/s/ Judith A. Gaffke
Notary Public

BY-LAWS
OF
DELTA CONTAINER CORPORATION

ARTICLE I

OFFICES

Section 1.1 Principal Executive Office.

The principal executive office for the transaction of the business of the corporation is hereby fixed and located at 401 South Lincoln Street, City of Stockton, County of San Joaquin, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.2 Other Offices.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Place of Meetings.

All meetings of shareholders shall be held either at the principal executive office or at any other place within or without the State of California which may be designated either by the Board of Directors or by the written consent of a majority of the shareholders entitled to vote thereat as determined pursuant to Section 6.1 of these By-Laws given either before or after the meeting.

Section 2.2 Annual Meetings.

The annual meetings of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. At such meeting, Directors shall be elected, and any other proper business may be transacted.

Section 2.3 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by the holders of shares entitled to

cast not less than ten percent (10%) of the votes at the meeting. Notice of such special meeting shall be given in the same manner as for the annual meeting of shareholders. Notices of any special meetings shall specify in addition to the place, date and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.4 Notice of Meetings or Reports.

Written notice of each meeting of shareholders shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall be given either personally or by mail or other means of written communication, addressed or delivered to each shareholder entitled to vote at such meeting at the address of such shareholder appearing on the books of the corporation or given by him to the corporation for the purpose of such notice. If no such address appears or is given, notice shall be given either personally or by mail or other means of written communication addressed to the shareholder at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which said office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

The same procedure for the giving of notice shall apply to the giving of any report to shareholders.

All such notices shall state the place, the date and the hour of such meeting, and shall state such matters, if any, as may be expressly required by the California Corporations Code.

Upon request by any person or persons entitled to call a special meeting, the Chairman of the Board, President, Vice President or Secretary shall within twenty (20) days after receipt of the request cause notice to be given to the shareholders entitled to vote that a special meeting will be held at a time requested by the person or persons calling the meeting, but not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

All other notices shall be sent by the Secretary or an Assistant Secretary, or if there be no such officer, or in the case of his neglect or refusal to act, by any other officer, or by persons calling the meeting.

Section 2.5 Adjourned Meetings and Notice Thereof.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.7 of these By-Laws.

When a shareholders' meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; except that if the adjournment is for more than forty-five (45) days or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote thereat.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 2.6 Voting.

Except as otherwise provided in the Articles of Incorporation and subject to Section 6.1 of these By-Laws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders. Vote may be viva voce or by ballot; provided, however, that elections for directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

Every shareholder entitled to vote at any election for Directors may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which his shares are entitled, or to distribute his votes on the same principle among as many candidates as he thinks fit, provided that no shareholder shall be entitled to cumulate votes unless such candidate or candidates names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of directors to be elected by such shares, shall be elected.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it shall be conclusively presumed that the shareholder's approving vote is with respect to all shares said shareholder is entitled to vote.

Section 2.7 Quorum.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless otherwise required by the Articles of Incorporation.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.8 Consent of Absentees.

The transactions of any meeting of shareholders, if not duly called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; provided, that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these By-Laws to be included in the notice but not so included if such objection is expressly made at the meeting.

Section 2.9 Action Without Meeting.

Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that except to fill a vacancy as provided in Section 3.6 of these By-Laws, Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of the following actions approved by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders entitled to vote who have not consented in writing at least ten (10) days before the consummation of the action authorized by such approval:

1. Approval of a contract or other transaction between the corporation and one or more of its Directors, or between the corporation and any corporation, firm or association in which one or more of its Directors has a material financial interest.
2. Approval of any indemnification to be made by the corporation of a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person was or is an agent of the corporation.
3. Approval of the principal terms of a reorganization.
4. Approval of a plan of distribution of the shares, obligations or securities of any other corporation, or assets other than money, which is not in accordance with the liquidation rights of the preferred shares as specified in the Articles of Incorporation or a Certificate of Determination.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice of the taking of any corporate action not listed above which is approved by shareholders without a meeting by less than unanimous written consent, shall be given to those shareholders entitled to vote who have not consented in writing.

Such notice shall be given as provided in Section 2.4 of these By-Laws.

Section 2.10 Proxies.

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

ARTICLE III

DIRECTORS

Section 3.1 Powers.

Subject to the limitations stated in the Articles of Incorporation, these By-Laws, and the California Corporations Code as to actions which shall be approved by the shareholders or by the affirmative vote of a majority of the outstanding shares entitled to vote, and subject to the duties of Directors as prescribed by the California Corporations Code, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the corporation shall be managed by, the Board of Directors.

Section 3.2 Number of Directors.

The authorized number of Directors of the corporation shall be three (3) until changed by a By-Law duly adopted by the affirmative vote of a majority of the outstanding shares entitled to vote amending this Section 3.2.

Section 3.3 Election and Term of Office.

The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of the shareholders held for that purpose. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any Director. A Director need not be a shareholder.

Section 3.4 Resignation.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President,

the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 3.5 Removal.

The entire Board of Directors or any individual Director may be removed from office, prior to the expiration of their or his term of office only in the manner and within the limitations provided by the California Corporations Code.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of such Director's term of office.

Section 3.6 Vacancies.

A vacancy in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term for which he was elected and until his successor is elected at an annual or a special meeting of the shareholders, or until his death, resignation or removal.

The shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote. A Director may not be elected by written consent to fill a vacancy created by removal except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 3.7 Organization Meeting.

Immediately after each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. No notice of such meeting need be given.

Section 3.8 Other Regular Meetings.

The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board; provided, however, that if the date so designated falls upon a legal holiday, then the meeting shall be held at the same time and place on the next succeeding day which is not a legal holiday. No notice of such regular meetings of the Board need be given.

Section 3.9 Calling Meetings.

Meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairman of the Board, the President or the Secretary or any two Directors of the corporation.

Section 3.10 Place of Meetings.

Meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or there is no notice, designated by resolution of the Board. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the corporation.

Section 3.11 Telephonic Meetings.

Members of the Board may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 3.11 constitutes presence in person at such meeting.

Section 3.12 Notice of Special Meetings.

Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail, telephone or telegraph. In case such notice is sent by mail, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone or telegraph, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Such notice may be given by the Secretary of the corporation or by the persons who called said meeting. Such notice need not specify the purpose of the meeting, and

notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 3.13 of these By-Laws.

Section 3.13 Waiver of Notice.

Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.14 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.15 Quorum.

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation, or the California Corporations Code, specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 3.16 of these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.16 Adjournment.

Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned.

Section 3.17 Inspection Rights.

Every Director shall have the absolute right at any time to inspect, copy and make extra copies of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 3.18 Fees and Compensation.

Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE IV

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 4.1 Executive Committee.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, appoint an executive committee, consisting of two or more Directors. The Board may designate one or more Directors as an alternate member of such committee, who may replace any absent member of any meeting of the committee. The executive committee, subject to any limitations imposed by the California Corporations Code, or by resolution adopted by the affirmative vote of a majority of the authorized number of Directors, or imposed by the Articles of Incorporation or by these By-Laws, shall have and may exercise all of the powers of the Board of Directors.

Section 4.2 Other Committees.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate such other committees, each consisting of 2 or more

Directors, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations contained in the California Corporations Code, or imposed by the Articles of Incorporation or by these By-Laws. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 4.3 Minutes and Reports.

Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and, insofar as rights of third parties shall not be affected thereby, shall be subject to revision and alteration by the Board of Directors.

Section 4.4 Meetings.

Except as otherwise provided in these By-Laws or by resolution of the Board of Directors, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board of Directors, committee meetings shall be governed by Sections 3.11, 3.12 and 3.13 of these By-Laws.

Section 4.5 Term of Office of Committee Members.

The term of office of any committee member shall be as provided in the resolution of the Board of Directors designating him but shall not exceed his term as a Director. Any member of a committee may be removed at any time by resolution adopted by Directors holding a majority of the directorships, either present at a meeting of the Board or by written approval thereof.

ARTICLE V

OFFICERS

Section 5.1 Officers.

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be the Chief Financial Officer of the corporation. The corporation may also have, at the discretion of the Board

of Directors, a Chairman of the Board, one or more additional Vice Presidents, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

Section 5.2 Election.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 and 5.5, shall be chosen annually by the Board of Directors and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3 Subordinate Officers, etc.

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

Section 5.4 Removal and Resignation.

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 5.6 Chairman of the Board.

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the

Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these By-Laws.

Section 5.7 President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders. He shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.8 Vice President.

In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these By-Laws.

Section 5.9 Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and shareholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these By-Laws or the California Corporations Code. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these By-Laws or by law to be given, and shall keep the seal of the corporation in safe custody,

and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

Section 5.10 Treasurer and Chief Financial Officer.

The Treasurer and Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account in written form or any other form capable of being converted into written form.

The Treasurer and Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.11 Assistant Secretary.

The Assistant Secretary shall have all the powers, and perform all the duties of, the Secretary in the absence or inability of the Secretary to act.

Section 5.12 Compensation.

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the corporation.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Record Date.

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action. Shareholders on the record date are entitled to notice and to vote or receive the dividend, distribution or allotment of

rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares in the books of the corporation after the record date, except as otherwise provided by law. Said record date shall not be more than sixty (60) or less than ten (10) days prior to the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If no record date is fixed by the Board of Directors, the record date shall be fixed pursuant to the California Corporations Code.

Section 6.2 Inspection of Corporate Records.

The accounting books and records, and minutes of proceedings of the shareholders and the Board of Directors and committees of the Board shall be open to inspection upon written demand made upon the corporation by any shareholder or the holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to his interest as a shareholder, or as the holder of such voting trust certificate. The record of shareholders shall also be open to inspection by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and to make extracts.

Section 6.3 Execution of Corporate Instruments.

The Board of Directors may, in its discretion, determine the method and designate the statutory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation. Unless otherwise specifically determined by the Board of Directors, formal contracts of the corporation, promissory notes, mortgages, evidences of indebtedness, conveyances or other instruments in writing, and any assignment or endorsement thereof, executed or entered into

between the corporation and any person, may be signed by the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of the corporation.

Section 6.4 Ratification by Shareholders.

The Board of Directors may, subject to applicable notice requirements, in its discretion, submit any contract or act for approval or ratification of the shareholders at any annual meeting of shareholders, or at any special meeting of shareholders called for that purpose; and any contract or act which shall be approved or ratified by the affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of shareholders, shall be as valid and binding upon the corporation and upon the shareholders thereof as though approved or ratified by each and every shareholder of the corporation, unless a greater vote is required by law for such purpose.

Section 6.5 Annual Report.

For so long as the corporation has less than 100 holders of record of its shares, the mandatory requirement of an annual report is hereby expressly waived. The Board of Directors may, in its discretion, cause an annual report to be sent to the shareholders. Such reports shall contain at least a balance sheet as of the close of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit in the books and records of the corporation.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement and/or a balance sheet of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request, and such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. Such statements shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificates of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 6.6 Representation of Shares of Other Corporations.

The President and Vice President of this corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney and duly executed by said officers.

Section 6.7 Inspection of By-Laws.

The corporation shall keep in its principal executive office in this State the original or a copy of the By-Laws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VII

SHARES OF STOCK

Section 7.1 Form of Certificates.

Certificates for shares of stock of the corporation shall be in such form and design as the Board of Directors shall determine and shall be signed in the name of the corporation by the Chairman of the Board, or the President or Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary. Each certificate shall state the certificate number, the date of issuance, the number, class or series and the name of the record holder of the shares represented thereby, the name of the corporation, and, if the shares of the corporation are classified or if any class of shares has two or more series, there shall appear the statement required by the California Corporations Code.

Section 7.2 Transfer of Shares.

Shares of stock may be transferred in any manner permitted or provided by law. Before any transfer of stock is entered upon the books of the corporation, or any new certificate issued therefor, the older certificate, properly endorsed, shall be surrendered and cancelled, except when a certificate has been lost, stolen or destroyed.

Section 7.3 Lost Certificates.

The Board of Directors may order a new certificate for shares of stock to be issued in the place of any certificate alleged to have been lost, stolen or destroyed, but in every such case, the owner or the legal representative of the owner of the lost, stolen or destroyed certificates may be required to give the corporation a bond (or other adequate security) in such form and amount as the Board may deem sufficient to indemnify it against any claim that may be made against the corporation (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or issuance of such new certificate.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Indemnification by Corporation.

The Board may, in its discretion, indemnify any Director, officer, employee or other agent of the corporation against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in a proceeding (including a derivative action on behalf of the corporation) to which that person was or is threatened to be made a party by reason of the fact that he was or is an agent of the corporation, but only to the extent allowed by the California Corporations Code and subject to Director or shareholder approval as required by said code.

In no event shall anything herein contained be construed as authorizing the corporation to indemnify any such Director or officer against any liability or expense by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall not be exclusive of other rights as to which any Director or officer may be entitled by law.

Section 8.2 Advancing Expenses.

The corporation may advance to each Director or officer the expenses incurred in defending any proceeding referred to in Section 8.1 of these By-Laws prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall be determined ultimately

that the Director or officer is entitled to be indemnified as authorized in Section 8.1 of these By-Laws.

ARTICLE IX
AMENDMENTS

Section 9.1 Power of Shareholders.

New By-Laws may be adopted or these By-Laws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote or by the written consent thereof, except as otherwise provided by law or by the Articles of Incorporation.

Section 9.2 Power of Directors.

Subject to the right of shareholders as provided in Section 9.1 of these By-Laws, By-Laws other than a By-Law or amendment thereof specifying or changing the authorized number of Directors, or the minimum or maximum number of a variable Board of Directors, or changing from a fixed to a variable Board of Directors or vice versa, may be adopted, amended or repealed by the approval of the Board of Directors.

**ARTICLES OF INCORPORATION
OF
DELTA DADE RECYCLING CORP.**

The undersigned hereby forms a Corporation under the following Charter of Articles of Incorporation:

**ARTICLE I
NAME**

The name of this Corporation shall be **DELTA DADE RECYCLING CORP.**

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

A. The street address of the initial principal office of the Corporation shall be 2075 North Powerline Road, Pompano Beach, Florida 33069.

B. The mailing address of the Corporation shall be 2075 North Powerline Road, Pompano Beach, Florida 33069.

**ARTICLE III
PURPOSE**

The purpose of the Corporation is to engage in any activity or business permitted under the laws of the United States of America or the State of Florida.

**ARTICLE IV
AUTHORIZED SHARES OF STOCK**

The Corporation shall have the authority to issue Five Hundred (500) shares of common stock with a par value of One Dollar (\$1.00) per share.

**ARTICLE V
DURATION**

The period of this Corporation's existence is perpetual.

**ARTICLE VI
REGISTERED OFFICE AND AGENT**

The street address of the initial Registered Office of this Corporation is 1200 South Pine Island Road, Plantation, Florida 33324; and the initial Registered Agent of this Corporation at that address is **CT CORPORATION SYSTEM**.

**ARTICLE VII
INCORPORATOR**

The name and address of the Incorporator is as follows:

MICHAEL MARZANO
2075 North Powerline Road
Pompano Beach, Florida 33069

**ARTICLE VIII
AMENDMENTS**

These Articles of Incorporation may be amended in the manner provided by law.

**ARTICLE IX
INDEMNIFICATION**

The Corporation shall indemnify its Officers, Directors and Authorized Agents for all liabilities incurred directly, indirectly or incidentally to services performed for the Corporation, to the fullest extent permitted under Florida law existing now or hereafter enacted.

IN WITNESS WHEREOF, the undersigned Incorporator has made and executed these Articles of Incorporation of **DELTA DADE RECYCLING CORP**, for the uses and purposes aforesaid this 20th day of October, 2000.

/s/ Michael Marzano

MICHAEL MARZANO, Incorporator

(The execution of These Articles of Incorporation constitutes an affirmation under penalties of perjury that the facts stated herein are true).

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

* * * * *

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First, that **DELTA DADE RECYCLING CORP.** desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 2075 North Powerline Road, Pompano Beach, Florida 33069, has named **CT CORPORATION SYSTEM** located at 1200 South Pine Island Road, Plantation, Florida 33324, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept Service of Process for the above stated Corporation, at place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of said act relative to keeping open said office.

DATED this 20th day of October, 2000.

CT CORPORATION SYSTEM

By: /s/ Peter F. Souza

Its: Peter F. Souza
ASSISTANT SECRETARY

**AMENDED AND RESTATED BYLAWS
OF
DELTA DADE RECYCLING CORP.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CONRAD T. HUBNER, ESQ.
690 Market Street, Suite 1400
San Francisco, California 94104
Telephone: (415) 986-5200

ARTICLES OF INCORPORATION

OF

DELTA PAPER STOCK, CO.

- I The name of this corporation is DELTA PAPER STOCK, CO.
- II The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practise of a profession permitted to be incorporated by the California Corporations Code.
- III The name and the address in the State of California of the corporations initial agent for service of process is
- Gregory Basso
6416 Monitor Place
Stockton, Ca 95209
- IV This corporation is authorized to issue only one class of stock and the total number of shares which this corporation shall have authority to issue is three thousand (3000) shares; the par value of each share is one hundred dollars (\$100); the aggregate par value of all shares is three hundred thousand dollars (\$300,000)
-

V There shall be three directors; the names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Frank J. Garavano	7411 Parkwood Drive Stockton, Ca 95207
Gregory Basso	6416 Monitor Place Stockton, Ca 95209
Joseph L. Betts	205 Drouin Drive Rio Vista, Ca 94571

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of July, 1978.

/s/ Frank J. Garavano
Frank J. Garavano

/s/ Gregory Basso
Gregory Basso

/s/ Joseph L. Betts
Joseph L. Betts

The undersigned each for himself does hereby declare, I am one of persons who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ Gregory Basso
Gregory Basso

/s/ Frank J. Garavano
Frank J. Garavano

/s/ Joseph L. Betts
Joseph L. Betts

BYLAWS
OF
DELTA PAPER STOCK, CO.

ARTICLE I
OFFICES

Section 1. PRINCIPAL OFFICES. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the board of directors shall fix and designate a principal business office in the State of California. Initially the principal office shall be located at 403 S. Lincoln, Stockton, California.

Section 2. OTHER OFFICES. The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING. The annual meeting of shareholders shall be held on the ____ day of _____ in each year at 2:00 p.m. o'clock, or within sixty days thereafter. At this meeting, directors shall be elected, and any other proper business may be transacted.

Section 3. SPECIAL MEETING. A special meeting of the shareholders may be called at any time by the board of directors, or by the chairman of the board, or by the president, or vice president, or by one or more shareholders holding shares in the aggregate entitled to cast not less than 10 per cent of the votes at that meeting.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the board of directors, at the time of giving the notice, intends to present for action by the shareholders.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) an amendment of the articles of incorporation, pursuant to Section 902 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of that Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall also state the general nature of that proposal.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting of shareholders shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the address of that shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business.

Section 7. ADJOURNED MEETING; NOTICE. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of Section 702 to

704, inclusive, of the Corporations Code of California (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership). The shareholders' vote may be by voice vote or by ballot; provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes.

Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE, VOTING, AND GIVING CONSENTS. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any such action without a meeting, and in this event only shareholders of record on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the California General Corporation Law.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors shall be 3 until changed by a duly adopted amendment to the articles of incorporation.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. VACANCIES. Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director.

Section 5. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the board of directors may be held at

any place within or outside the State of California that has been designated from time to time by resolution of the board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting.

Section 6. ANNUAL MEETING. Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting for the purpose of organization, any desired election of officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president or any vice president or the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone or telegram, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement, the lack of notice to that director.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 12. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 13. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to

serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except as to matters set forth in Corporations Code 311.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with the provisions at law and in these Bylaws applicable to directors.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. SUBORDINATE OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors, at any regular or special meeting of the board, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to that office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the business and the officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, and the president, or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of

shares present or represented at shareholders' meetings, and the proceedings.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the board of directors required by the bylaws or by law to be given, and he shall keep the seal of the corporation if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES
AND OTHER AGENTS

The corporation shall, to the maximum extent permitted by the California General Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements

and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the corporation. For purposes of this Section, an "agent" of the corporation includes any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF SHARE REGISTER. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the board of directors, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

Section 2. ANNUAL REPORT TO SHAREHOLDERS. The annual report to shareholders referred to in Section 1501 of the California General Corporation Law is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders of the corporation as they consider appropriate.

Section 3. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders

entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days before any such action, and in that case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the board adopts the applicable resolution.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any of these shares are fully paid. All certificates shall be signed in the name of the corporation by the president or vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is

surrendered to the corporation and cancelled at the same time. The board of directors may, in case any share certificate or certificate for any other security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the board may require.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation.

Section 7. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE IX AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New bylaws may be adopted or these bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders as provided in Section 1 of this Article IX, bylaws, other than a bylaw or an amendment of a bylaw changing the authorized number of directors, may be adopted, amended, or repealed by an absolute majority of the board of directors.

99 JAN 29 AM 11:29

ARTICLES OF INCORPORATION
OF
DELTA RESOURCES CORP.

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation shall be:

DELTA RESOURCES CORP.

The address of the principal office of this corporation shall be 3300 NW 27th Avenue, Pompano Beach, Florida 33069, and the mailing address of the corporation shall be the same.

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 10000 shares of common stock having \$1.00 par value per share.

ARTICLE IV. REGISTERED AGENT

The street address of the initial registered office of the corporation shall be 1201 Hays Street, Tallahassee, Florida 32301, and the name of the initial registered agent of the corporation at that address is Corporation Service Company.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI. INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation:

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

IN WITNESS WHEREOF, the undersigned agent of Corporation Service Company, has hereunto set their hand and seal of Corporation Service Company on January 29, 1999.

CORPORATION SERVICE COMPANY

By: /s/ Karen B. Rozar
Its Agent, Karen B. Rozar

ASSIGNMENT BY THE SOLE INCORPORATOR
OF THE ARTICLES OF INCORPORATION OF
DELTA RESOURCES CORP.

Corporation Service Company, as sole incorporator, for value received hereby assigns any and all rights it may have as such incorporator to the following:

Dated: February 1, 1999
CORPORATION SERVICE COMPANY

By: /s/ Karen B. Rozar
Its Agent, Karen B. Rozar

**AMENDED AND RESTATED BYLAWS
OF
DELTA RESOURCES CORP.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION
DELTA SITE DEVELOPMENT CORP.

The undersigned incorporator, for the purpose of forming a corporation under the Florida General Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation is DELTA SITE DEVELOPMENT CORP.

ARTICLE II NATURE OF BUSINESS

This corporation may engage in or transact any or all lawful activities or business permitted under the laws of the United States, the State of Florida, or any other state, county, territory or nation.

ARTICLE III CAPITAL STOCK

The aggregate number of shares of stock and its par value that this corporation is authorized to have outstanding at any one time is: Two Hundred, (200), all of which shall be without par value.

ARTICLE IV TERMS OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE V OFFICERS DIRECTORS

The name and street address of the initial officer and director, if any, who shall hold office the first year of the corporation's existence or until his successor is elected, is:

ARTICLE VI PRINCIPAL MAILING ADDRESS

The principal mailing address of the corporation shall be:

2075 North Powerline Road
Pompano Beach, Florida 33069

ARTICLE VII INCORPORATOR

The name and street address of the incorporator to this articles of incorporation is:



Lawrence A. Kirsch
90 State Street
Albany, New York 12207

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 26th day of July, 1999.

/s/ Lawrence A. Kirsch
LAWRENCE A. KIRSCH

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

The foregoing instrument was acknowledged and sworn to me before this 26th day of July, 1999 by the incorporator of DELTA SITE DEVELOPMENT CORP.

/s/ Wendy J. Henderson
Notary Public
My Commission Expires:

WENDY J. HENDERSON
Notary Public, State of New York
No. 01HE5031008
Qualified in Albany County
Commission Expires July 25, 2000

**AMENDED AND RESTATED BYLAWS
OF
DELTA SITE DEVELOPMENT CORP.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**ARTICLES OF INCORPORATION OF
DELTA WASTE CORP.
A FLORIDA CORPORATION**

The undersigned, acting as incorporator of a Florida corporation under the Florida Business Corporation Act, Chapter 607 of the Florida Statutes, hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation is DELTA WASTE CORP.

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The address of the Corporation's principal office is 3300 Northwest 27th Avenue, Pompano Beach, Florida 33069, and the mailing address of the Corporation is 3300 Northwest 27th Avenue, Pompano Beach, Florida 33069.

ARTICLE III

PURPOSE

The Corporation is organized for the purpose of transacting any and all lawful business for which corporations may be incorporated under the laws of Florida.

ARTICLE IV
CAPITAL STOCK

The Corporation is authorized to issue ten thousand (10,000) shares of common stock, One and 00/100 Dollar (\$1.00) par value per share.

ARTICLE V
INITIAL REGISTERED AGENT AND OFFICE

The name of the initial registered agent of the Corporation and the street address of the initial registered office of the Corporation are as follows:

<u>Name</u>	<u>Address</u>
Patrick F. Marzano	3300 Northwest 27th Avenue Pompano Beach, Florida 33069

ARTICLE VI
INITIAL BOARD OF DIRECTORS

The Corporation shall have initially one director to hold office until the first annual meeting of shareholders and until his successor shall have been elected and qualified, or until his earlier resignation, removal from office or death. The number of directors may be either increased or decreased from time to time in accordance with the

Bylaws of the Corporation. The name and address of the initial director of the Corporation are:

Name _____
Patrick F. Marzano

Address _____
3300 Northwest 27th Avenue
Pompano Beach, Florida 33069

ARTICLE VII
INCORPORATOR

The name and address of the person signing these Articles are:

Name _____
Patrick F. Marzano

Address _____
3300 Northwest 27th Avenue
Pompano Beach, Florida 33069

ARTICLE VIII
AMENDMENTS

The power to amend these Articles of Incorporation in accordance with law is reserved to the shareholders. Any right conferred upon any shareholder by these Articles of Incorporation is subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed these Articles of

Incorporation this 5 day of January, 1998.

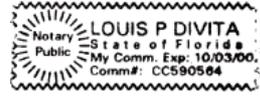
/s/ Patrick F. Marzano

Patrick F. Marzano

INCORPORATOR

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5 day of January, 1999, by Patrick F. Marzano, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



/s/ Louis P. Divita

Name: LOUIS P. DIVITA

Notary Public

Serial No. CC590564

My Commission Expires:

**AMENDED AND RESTATED BYLAWS
OF
DELTA WASTE CORP.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



Prescribed by J. Kenneth Blackwell

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form * located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Expedite this form
[] Yes
[ILLEGIBLE]

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ARTICLES OF INCORPORATION
(Under Chapter 1701 of the Ohio Revised Code)
Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be: Dempsey Waste Systems II, Inc.

SECOND. The place in Ohio where its principal office is to be located is
Dayton Montgomery County, Ohio
(city, village or township)

THIRD. The purpose(s) for which this corporation is formed is:
to engage in any lawful act or activity for which corporations may be formed under Section 17.01.01 et seq. of the Ohio Revised Code.

FOURTH. The number of shares which the corporation is authorized to have outstanding is: 1,000 shares*
(Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded is common with no par value unless otherwise indicated.)

IN WITNESS WHEREOF, we have hereunto subscribed our names, on December 21, 2000 (date)

Signature: /s/ Jo Lynn White, Incorporator
Name: Jo Lynn White
Signature: , Incorporator
Name:
Signature: , Incorporator
Name:



* of common stock, all of which shall have a par value of \$0.01 per share.

**BYLAWS
OF
DEMPSEY WASTE SYSTEMS II, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Please include a typed self-addressed envelope

Mail to: Secretary of State Corporations Section 1560 Broadway, Suite 200 Denver, CO 80202 (303) 894-2251 Fax (303) 894-2242

For office use only 001 [ILLEGIBLE] 20001061799 C \$ 65.00 SECRETARY OF STATE 03-27-2000 11:50:36

MUST BY TYPED FILING FEE: \$50.00 MUST SUBMIT TWO COPIES

ARTICLES OF INCORPORATION

Corporation Name Denver RL North, Inc.

Principal Business Address 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260 (Include City, State, Zip)

Cumulative voting shares of stock is authorized. Yes o No [X]

If duration is less than perpetual enter number of years _____

Preemptive rights are granted to shareholders. Yes o No [X]

Stock information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 1,000 Par Value \$0.01

Stock Class _____ Authorized Shares _____ Par Value _____

The name of the initial registered agent and the address of the registered office is: (If another corporation, use last name space)

Last Name The Corporation Company First & Middle Name _____

Street Address 1675 Broadway, Denver, Colorado 80202 (Include City, State, Zip)

The undersigned consents to the appointment as the initial registered agent.

Signature of Registered Agent By: [ILLEGIBLE]

These articles are to have a delayed effective date of: _____

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.)

NAME Steven M. Helm _____

ADDRESS 15880 N. Greenway-Hayden Loop, Ste, 100, Scottsdale, AZ 85260 _____

Incorporators who are natural persons must be 18 years or more. The undersigned, acting as incorporator(s) of a corporation under the Colorado Business Corporation Act, adopt the above Articles of Incorporation.

Signature /s/ Steven M. Helm _____

Signature _____

STATEMENT
OF
SOLE INCORPORATOR
OF
DENVER RL NORTH, INC.

The articles of incorporation of this corporation having been filed in the office of the Secretary of State of Colorado, the undersigned, being the sole incorporator named in said articles, does hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

1. The following persons were elected as directors to hold office until the first annual meeting of stockholders or until their respective successors are duly elected and qualified:

James Eng
Donald W. Slager
G. Thomas Rochford, Jr.

2. The board of directors was authorized, in its discretion, to issue the shares of the capital stock of this corporation to the full amount or number of shares authorized by the articles of incorporation, in such amounts and for such consideration as from time to time shall be determined by the board of directors and as may be permitted by law.

Dated: March 27, 2000.

/s/ Steven M. Helm

Steven M. Helm

Sole Incorporator

**BYLAWS
OF
DENVER RL NORTH, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Form 207 (revised 9/03)		This space reserved for office use. FILED In the Office of the Secretary of State of Texas OCT 24 2003 Corporations Section
Return in Duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-8697 FAX: 512/463-5709 Filing Fee: \$750	Certificate of Limited Partnership Pursuant to Article 6132a-1	

1. Name of Limited Partnership			
The name of the limited partnership is as set forth below:			
Donna Development Co. TX, LP			
The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." as the last words or letters of its name. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.			
2. Principal Office			
The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:			
15880 N Greenway-Hayden Loop, Suite 100			
Street Address			
City	State	Zip Code	Country
Scottsdale	Arizona	85260	USA
3. Registered Agent and Registered Office (Select and complete either A or B, then complete C.)			
<input checked="" type="checkbox"/> A. The initial registered agent is an organization (cannot be partnership named above) by the name of:			
C T Corporation Systems			
OR			
<input type="checkbox"/> B. The initial registered agent is an individual resident of the state whose name is set forth below:			
First Name	M.I.	Last Name	Suffix
C. The business address of the registered agent and the registered office address is:			
Street Address	City	State	Zip Code
c/o C T Corporation Systems, 1021 Main Street, Suite 1150	Houston	TX	77002
4. General Partner Information			
The name, mailing address, and the street address of the business or residence of each general partner is as follows:			
General Partner 1:			
Legal Entity: The general partner is a legal entity named:			
Allied Waste Landfill Holdings, Inc.			

Individual: The general partner is an individual whose name is set forth below:			
First Name	M.I.	Last Name	Suffix
MAILING ADDRESS OF GENERAL PARTNER 1			
Mailing Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260
STREET ADDRESS OF GENERAL PARTNER 1			
Street Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260
General Partner 2			
Legal Entity: The general partner is a legal entity named:			
Allied Waste Systems Holdings, Inc.			
Individual: The general partner is an individual whose name is set forth below:			
Partner 2-First Name	M.I.	Last Name	Suffix
MAILING ADDRESS OF GENERAL PARTNER 2			
Mailing Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260
STREET ADDRESS OF GENERAL PARTNER 2			
Street Address	City	State	Zip Code
15880 N Greenway-Hayden Loop, Suite 100	Scottsdale	Arizona	85260

5 - Supplemental Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Effective Date of Filing

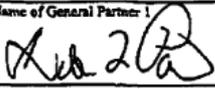
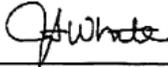
A. This document will become effective when the document is filed by the secretary of state.

OR

B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned sign this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

Allied Waste Landfill Holdings, Inc. By its Vice President, Dale L. Parker	Allied Waste Systems Holdings, Inc. By its Secretary, Jo Lynn White
Name of General Partner 1 	Name of General Partner 2 
Signature of General Partner 1	Signature of General Partner 2

FILED
In the Office of the
Secretary of State of Texas

JUL 26 2005

Corporations Section

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

DONNA DEVELOPMENT CO. TX, LP

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is Donna Development Co. TX, LP.
2. The certificate of limited partnership is amended as follows:

The name of the limited partnership is Desarrollo del Rancho La Gloria TX, LP.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 25th day of July, 2005.

ALLIED WASTE LANDFILL HOLDINGS, INC.
a Delaware corporation, Its General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

FILED
In the Office of the
Secretary of State of Texas
OCT 03 2005
Corporations Section

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
DESARROLLO DEL RANCHO LA GLORIA TX, LP**

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is Desarrollo Del Rancho La Gloria TX, LP.
2. The certificate of limited partnership is amended as follows:

Section 4 of the Certificate of Limited Partnership is amended to read:

4. General Partner Information: The name, mailing address, and street address of the business of the general partner is: Allied Waste Landfill Holdings, Inc., 15880 N. Greenway-Hayden Loop, #100, Scottsdale, Arizona 85260.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 3rd day of October, 2005.

DESARROLLO DEL RANCHO LA GLORIA TX, LP

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation, its general partner

/s/ Jo Lynn White
Jo Lynn White, Secretary

**AGREEMENT OF LIMITED PARTNERSHIP OF
DONNA DEVELOPMENT CO. TX, LP**

This Agreement of Limited Partnership is entered into as of October 27, 2003, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Donna Development Co. TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Texas law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Texas shall be CT Corporation System, 1021 Main Street, Houston, County of Harris, Texas. The registered office may be changed to any other place within the State of Texas by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Texas are CT Corporation System, 1021 Main Street, Houston, Texas. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Texas, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Texas Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Texas.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the “Indemnified Parties”) from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys’ fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the “tax matters partner” under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever (“Transfer”) all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner’s interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner’s Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner’s interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court- appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Texas Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Texas Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Texas Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann. Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager

Name: Donald W. Slager

Its: President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White

Its: Secretary

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

(Please do not write in spaces below—for Department use)

[ILLEGIBLE]

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FILED

EFFECTIVE DATE	Michigan Department of Commerce	Date Received
If different than date of filing:	AUG 11 1980	AUG 4 1980
	_____ /s/ [ILLEGIBLE] DIRECTOR	

Corporation Number **217-801**

(SEE INSTRUCTIONS ON REVERSE SIDE)

**ARTICLES OF INCORPORATION
(Domestic Profit Corporation)**

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I (See Part 1 of instructions on Page 4.)

The name of the corporation is DINVERNO, INC.

ARTICLE II (See Part 2 of instructions on Page 4.)
(If space below is insufficient, continue on Page 3.)

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized capital stock is:

1.	Common Shares 50,000	Par Value Per Share	\$1.00
	Preferred Shares _____	Par Value Per Share	\$ _____

and/or shares without par value as follows (See Part 3 of instructions on Page 4.)

2.	Common Shares _____	Stated Value Per Share	\$ _____
	Preferred Shares _____	Stated Value Per Share	\$ _____

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
(If space below is insufficient, continue on Page 3.)

ARTICLE IV

1. The address of the initial registered office is: (See Part 4 of instructions on Page 4.)

4696 Nevada

Detroit

Michigan 48234

NO. AND STREET

CITY

ZIP

2. Mailing address of the initial registered office if different than above (See Part 4 of instructions on Page 4.)

Michigan

P.O. BOX

CITY

ZIP

3. The name of the initial resident agent at the registered office is:

Guido J. Dinverno

ARTICLE V (See Part 5 of instructions on Page 4.)

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Guido J. Dinverno	4696 Nevada, Detroit, Michigan 48234

ARTICLE VI OPTIONAL (Delete Article VI if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{3}{4}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII OPTIONAL (Delete Article VII if not applicable.)

Any action required or permitted by this act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

(Use space below for continuation of previous Articles and/or for additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here.

I (We), the incorporator(s) sign my (our) name(s) this 31st day of July 1980.

GUIDO J. DINVERNO

/s/ Guido J. Dinverno

(INSTRUCTIONS ON PAGE 4)

[ILLEGIBLE]

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received (FOR BUREAU USE ONLY)

Name Allied Waste Industries, Inc.
Address 15880 North Greenway/Hayden Loop
Suite 100

City State Zip Code
Scottsdale AZ 85260

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)**

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Dinverno, Inc.
2. The identification number assigned by the Bureau is: 217-801
3. The location of the registered office is:

4600 Nevada
(Street Address)

Detroit
(City)

Michigan 48234
(ZIP Code)

4. Article IV of the Articles of Incorporation is hereby amended to read as follows:

Resident Agent:

The Corporation Company
30600 Telegraph Road
Bingham Farms, MI 48025

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19_____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19_____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 1 day of June, 1998 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting. The necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 1st day of June, 1998

By /s/ Thomas K. Kehoe

(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Thomas K. Kehoe
Type or Print Name

Authorized Agent
(Type or Print Title)

AMENDED AND RESTATED BYLAWS
OF
DINVERNO, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without

the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

APPROVED
AND
FILED
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
DTC MANAGEMENT, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (hereinafter referred to as the "Act") execute the following Articles of Incorporation:

[ILLEGIBLE]

ARTICLE I

Name

The name of the Corporation is:

DTC Management, Inc.

ARTICLE II

Purposes

1. The purpose for which the Corporation is formed is to transact any and all lawful business for which corporations may be incorporated under the Act.
 2. Subject to any limitation or restriction imposed by the Act, any other law, or any provisions of these Articles of Incorporation, the Corporation shall have the power:
 - (a) To do all acts and things necessary, convenient, expedient, or incidental to the carrying out of any of the purposes set out herein.
 - (b) To lease, purchase, license or in any way acquire grounds, premises, space or real estate reasonably necessary or convenient for the conduct of the business of the Corporation; to purchase, sell, assign, lease, license, mortgage or in any way grant interests in real estate to any person, firm or Corporation upon such terms as may be deemed beneficial to the Corporation.
 - (c) To buy, purchase, own, acquire, rent or in any way obtain any interest in any products, goods, supplies, equipment, buildings, items or raw materials necessary or convenient for the conduct of the business of the Corporation.
 - (d) To acquire and pay for in cash, stock, bonds, debentures, or any other property of this Corporation, the stock, bonds, debentures or securities of other
-

corporations, persons, associations, or State and Federal or foreign governments, including good will, franchise rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association, or corporation.

(e) To guarantee, acquire in any manner, purchase, hold, own, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities, or evidence of indebtedness of any other corporation or corporations, association or associations, person or persons, domestic or foreign, or of any other state, territory, or nation, including The United States, and while the owner thereof to exercise all of the rights, powers and privileges of ownership, including the right to vote, receive dividends, however declared or in whatever property to be paid, and to enter into any agreement with respect thereto.

(f) To purchase, take, receive or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of the shares of this Corporation either directly or indirectly but only insofar as permitted by the laws of the State of Indiana under which this Corporation is organized and any amendments thereto.

(g) To issue bonds, debentures or obligations of this Corporation from time to time for any of the objects or purposes of the Corporation and to secure the same by mortgage, pledge, deed of trust, or otherwise.

(h) To have one or more offices or distributing agencies in the State of Indiana, or in any other state, territory, or nation, to carry on all or any of its operations and business without restriction or limit as to location or amount, and to acquire by purchase or otherwise, and to dispose of real estate and personal property of every description wheresoever located insofar as permitted by law.

(i) To enter into partnerships or joint ventures for carrying on any lawful business or to act as agent or representative of others for any lawful business purpose, or to provide service through its agents or employees, or through the use of independent contractors to the public for profit.

(j) To, in general, carry on any other business in connection with the foregoing, whether manufacturing, selling, or otherwise and, without being limited by the foregoing, to have and exercise all of the powers conferred by law on corporations formed under the Act hereinabove referred to, or any amendments, alterations or substitutions thereto, and to have and do any and all of the things, to the same extent as natural persons might or could do, insofar as permitted by the laws of the State of Indiana and/or of any other state or territory wherein such business is done.

ARTICLE III

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is:

Gregory L. Gibson
3200 E. Haythorne Avenue
Terre Haute, IN 47805

Section 2. Principal Office. The post office address of the principal office of the Corporation is:

3200 E. Haythorne Avenue
PO Box 478
Terre Haute, IN 47808

ARTICLE V

Authorized Shares

Section 1. Number of Shares. The total number of shares which the Corporation is to have authority to issue is one thousand (1,000) without par value.

Section 2. Designation of Classes. All the authorized shares of the Corporation shall be of one class only and be designated common stock. The common stock of the Corporation shall in all other respects entitle the holder to the same rights and preferences, and subject the holder to the same qualifications, limitations and restrictions as all other shareholders of common stock.

Section 3. Issuance and Consideration. The common stock may be issued for such an amount of consideration as may be fixed from time to time by the Board of Directors.

Section 4. Voting Rights. At all times each holder of a share of a common stock shall be entitled to cast one vote for each share of such stock standing in the shareholder's

name on the Corporation's books on matters of the Corporation upon which the shareholder is entitled to vote.

Section 5. Dividends. The Board of Directors shall have the power to declare and pay dividends on the outstanding shares of common stock to the extent permitted by the Act.

Section 6. Dissolution. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the holders of the shares of common stock shall be entitled, after due payment or provision for payment of the debts and other liabilities of the Corporation, to share ratably in the remaining net assets of the Corporation.

Section 7. Pre-emptive Rights. Shareholders shall have no pre-emptive rights to subscribe to or purchase any shares of Common Stock or other securities of the Corporation.

Section 8. Re-acquire Shares. Shares acquired by the Corporation shall be deemed authorized but unissued shares.

ARTICLE VI

Director(s)

Section 1. Number of Directors. The initial Board of Directors is composed of one member. The number of directors may be from time to time fixed by the By-Laws of the Corporation at any number. In the absence of a By-Laws fixing the number, the number of directors shall be one.

Section 2. Names and Post Office Addresses of the Directors. The name and post office address of the initial Board of Directors of the Corporation is:

Gregory L. Gibson
3200 Haythorne Avenue
PO Box 478
Terre Haute, IN 47808

Section 3. Qualifications of Directors Directors need not be shareholders of the Corporation. (I.C. 23-1-33-2)

ARTICLE VII

Incorporator(s)

The name(s) and post office address(es) of the incorporator(s) of the Corporation are:

Gregory L. Gibson
3200 E. Haythorne Avenue
PO Box 478
Terre Haute, IN 47808

ARTICLE VIII

**Provisions for Regulation of Business
and Conduct of Affairs of Corporation**

Every person who is or was a Director, Officer or employee of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense incurred by such person in his or her official capacity, provided that such person is determined in the manner specified in Indiana Code Section 23-1-37-12 (as that section may be amended from time to time) to have met the standard of conduct specified in Indiana Code Section 23-1-37-8 (as that section may be amended from time to time). Upon demand for such indemnification, the Corporation shall proceed as provided in Indiana Code Section 23-1-37-12 (as that section may be amended from time to time) to determine whether such person is entitled to indemnification. Nothing contained in this section shall limit or preclude the exercise of any right relating to indemnification of or advance of expenses to any Director, Officer, employee or agent of the Corporation or the ability of the Corporation to otherwise indemnify or advance expenses to any Director, Officer, employee or agent.

Any contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation, partnership or association of which one or more of its Directors are shareholders, members, directors, officers, employees, or in which they are interested, or in which the Corporation is a member, shareholder, or otherwise interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors of the Corporation which acts upon, or in reference to, such contract or transaction and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve or ratify such contract or transaction, by a vote of a majority of the disinterested Directors present, notwithstanding the fact that such majority of the disinterested Directors present may not constitute a quorum, a majority of the Board of Directors, or a majority of the Directors present at the meeting at which the contract or transaction is considered, this section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

AMENDED AND RESTATED BYLAWS
OF
DTC MANAGEMENT, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without

the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF FORMATION
OF
E LEASING COMPANY, LLC

1. Name. The name of the limited liability company is E Leasing Company, LLC.
 2. Registered Office and Agent. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.
 3. Authorized Person. The name and address of the authorized person is Richard B. Goldstein, Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004.
- IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of E Leasing Company, LLC this 14th day of December, 2000.

/s/ Richard B. Goldstein

Richard B. Goldstein
Authorized Person

**CERTIFICATE OF AMENDMENT
OF
E LEASING COMPANY, LLC**

1. The name of the limited liability company is E Leasing Company, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of E Leasing Company, LLC this 15th day of February, 2001.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm

Steven M. Helm

Vice President, Legal

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 03/01/2001
010104716 — 3330548

Admission of Substituted Member

Reference is made to the Limited Liability Company Agreement of E Leasing Company, LLC, a Delaware limited liability company, dated as of April 30, 2001 (the "Agreement"), by and among American Ref-Fuel Company of Essex County, a New Jersey general partnership ("Transferor Member") and Allied Waste North America, Inc., a Delaware corporation (the "Manager"). On the date hereof, Transferor Member transferred its Interest (as defined in the Agreement) in E Leasing Company, LLC to BFI Energy Systems of Essex County, Inc., a New Jersey corporation (the "Transferee"). Terms not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section 10.6 of the Agreement, the Manager hereby consents to the admission of the Transferee to E Leasing Company, LLC and confirms that all requirements set forth in the Agreement for the admission of this substituted member have been complied with or otherwise waived.

The Transferee hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Transferor Member with respect to the Transferred Interest (as defined in the Agreement) set forth therein.

Dated: April 30, 2002

BFI ENERGY SYSTEMS OF ESSEX COUNTY, INC.

By: /s/ Dale L. Parker

Name: DALE L. PARKER

Title: VICE PRESIDENT

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Thomas P. Martin

Name: THOMAS P. MARTIN

Title: TREASURER

456035

LIMITED LIABILITY COMPANY AGREEMENT

OF E LEASING COMPANY, LLC

By and Among

AMERICAN REF-FUEL COMPANY
OF ESSEX COUNTY

and

ALLIED WASTE NORTH AMERICA, INC.

as Members,

and Managers

THE INTERESTS (AS DEFINED HEREIN) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER THE INTERESTS NOR ANY BENEFICIAL INTEREST THEREIN MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (OTHER THAN AS A RESULT OF EXERCISE OF THE PUT OPTION OR THE CALL OPTION (AS DEFINED HEREIN)) EXCEPT UPON DELIVERY TO THE COMPANY OF A TRANSFEROR CERTIFICATE AND A TRANSFEREE CERTIFICATE AS HEREIN PROVIDED AND AS PERMITTED BY THE FOLLOWING SENTENCES. EACH MEMBER (AS DEFINED HEREIN), BY ITS EXECUTION OF THIS AGREEMENT (AS DEFINED HEREIN), REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER ITS INTEREST EXCEPT (A) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE AND, IF REQUESTED BY THE COMPANY, UPON DELIVERY OF AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY); (B) TO THE COMPANY OR ITS AFFILIATES; OR (C) PURSUANT TO THE EXERCISE OF THE PUT OPTION OR THE CALL OPTION, AS THE CASE MAY BE, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

TABLE OF CONTENTS

	Page
ARTICLE I THE COMPANY	1
1.1 Formation	1
1.2 Name	1
1.3 Purposes; Powers	1
1.4 Principal Place of Business	2
1.5 Term	2
1.6 Filings; Agent for Service of Process	2
1.7 Title to Properties	3
1.8 Payments of Individual Obligations	3
1.9 Independent Activities; Transactions with Affiliates	3
1.10 Definitions	4
1.11 Other Terms	14
ARTICLE II MEMBERS' CAPITAL CONTRIBUTIONS	15
2.1 Capital Contributions	15
ARTICLE III ALLOCATIONS	16
3.1 Profits	16
3.2 Losses	16
3.3 Special Allocations	16
3.4 Curative Allocations	17
3.5 Other Allocation Rules	18
3.6 Tax Allocations: Code Section 704(c)	18
ARTICLE IV DISTRIBUTIONS	19
4.1 Distributions	19
4.2 Amounts Withheld	20
4.3 Limitations on Distributions	20
ARTICLE V MANAGEMENT	20
5.1 The Manager	20
5.2 Restrictions on Authority of the Manager	22
5.3 <i>Special Provisions Following Occurrence of Bankruptcy of Manager</i>	24

5.4 Duties and Obligations of the Manager and the Special Purpose Manager	Page 24
5.5 Management Fee/Expenses	25
ARTICLE VI ROLE OF MEMBERS	26
6.1 Rights or Powers	26
6.2 Meetings of the Members	26
6.3 Withdrawal/Resignation	27
6.4 Member Compensation	27
6.5 Members Liability	27
6.6 Partition	28
6.7 Transactions Between a Member and the Company	28
6.8 Other Instruments	28
6.9 Other Covenants	28
ARTICLE VII INDEMNIFICATIONS	29
7.1 Indemnification of the Company, the Managers and the Members	29
7.2 Indemnification Procedures	30
ARTICLE VIII ACCOUNTING, BOOKS AND RECORDS	32
8.1 Accounting, Books and Records	32
8.2 Reports	33
8.3 Tax Matters	35
ARTICLE IX AMENDMENTS	36
9.1 Amendments	36
ARTICLE X TRANSFERS	36
10.1 Restrictions on Transfers	36
10.2 Permitted Transfers	36
10.3 Conditions to Permitted Transfers	37
10.4 Prohibited Transfers	37
10.5 Rights of Unadmitted Assignees	38
10.6 Admission of Substituted Members	38
10.7 Distributions and Allocations in Respect of Transferred Interests	39
ARTICLE XI [Intentionally deleted]	39
ARTICLE XII DISSOLUTION AND WINDING UP	39

	Page
12.1 Dissolution Events	39
12.2 Winding Up	41
12.3 Alternative Methods of Distributions	42
12.4 Rights of Members	42
12.5 Notice of Dissolution/Termination	42
12.6 Allocations During Period of Liquidation	43
12.7 Character of Liquidating Distributions	43
12.8 The Liquidator	43
12.9 Form of Liquidating Distributions	44
ARTICLE XIII	44
CERTAIN REPRESENTATIONS AND COVENANTS	44
ARTICLE XIV MISCELLANEOUS	45
14.1 Notices	45
14.2 Binding Effect	46
14.3 Construction	46
14.4 Headings	46
14.5 Severability	46
14.6 Incorporation by Reference	47
14.7 Governing Law	47
14.8 Waiver of Jury Trial	47
14.9 Counterpart Execution	47
14.10 Specific Performance	47
14.11 Consent to Jurisdiction	47
14.12 Nature of Interest	48
Exhibit A-1 Form of Transferor Certificate	
Exhibit A-2 Form of Transferee Certificate	
Exhibit B Form of Capital Expenditures/In-Service Dates	
Exhibit C Form of Master Lease	

LIMITED LIABILITY COMPANY AGREEMENT

OF

E LEASING COMPANY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT of E Leasing Company, LLC; is entered into and shall be effective as of April 30, 2001, by and among American Ref-Fuel Company of Essex County, a New Jersey general partnership (the "**Ref-Fuel Company**") and Allied Waste North America, Inc., a Delaware company ("**AWP**"), each of which has executed this Agreement as a Member and as the Manager and the Special Purpose Manager, respectively, on the following terms and conditions:

ARTICLE I

THE COMPANY

1.1 Formation.

The Company has been formed on December 14, 2000, upon the filing of the Certificate with the Secretary of State of the State of Delaware. The rights and liabilities of the Members and Managers shall be as provided under the Act, the Certificate and this Agreement.

1.2 Name.

The name of the Company is "**E Leasing Company, LLC**" and all business of the Company shall be conducted in such name. The Manager may change the name of the Company upon ten (10) Business Days notice to the Members; provided that the name of the Company shall not include or be substantially similar to the name of any Member or any Affiliate of any Member.

1.3 Purposes; Powers.

(a) The purposes of the Company are limited solely (i) to acquiring, owning, leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise dispose of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, and (ii) to engaging in activities incidental to the purposes set forth in clause (i).

(b) In connection with Section 1.3(a)(i), the Company will enter into binding commitments to purchase assets consistent with the dollar amounts and in service dates shown in Exhibit B.

(c) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company set forth in Section 13(a) and has, without limitation, any and all powers that may be exercised on behalf of the Company by any Manager pursuant to Article V hereof.

1.4 Principal Place of Business.

The principal place of business of the Company is at 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260. The Manager may change the principal place of business of the Company to any other place upon ten (10) Business Days notice to the Members. The registered office of the Company in the State of Delaware initially is located at Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808.

1.5 Term.

The term of the Company commenced on the date the Certificate is filed in the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Company and its business are completed following a Dissolution Event, as provided in Article XII.

1.6 Filings; Agent for Service of Process.

(a) The Certificate of the Company has been filed in the office of the Secretary of State of the State of Delaware in accordance with the Act. The Manager shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Delaware, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by law, including, without limitation, action to reflect a correction of false or erroneous statements in the Certificate or the desire of the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members.

(b) The Members and the Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808 or any successor as appointed by the Manager.

(d) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Article XII, the Manager shall promptly execute and cause to be filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Manager deems such filing necessary or advisable.

1.7 Title to Properties.

All Properties owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such Properties in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its Properties in the name of the Company and not in the name of any Member.

1.8 Payments of Individual Obligations.

The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for or in payment of any individual obligation of any Member.

1.9 Independent Activities; Transactions with Affiliates.

(a) The Manager shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company, and the Manager and the Special Purpose Manager shall be free to serve any other Person or enterprise in any capacity whether or not any such activity may be competitive or in conflict with the interests of the Company.

(b) Each Member acknowledges that each Manager, each Member and the Affiliates of each of them are free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or businesses of the Company or competitive or in conflict with the interests of the Company, without having or incurring any obligation to offer any interest in such activities or businesses to the Company or any Member, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or Manager or their Affiliates from engaging in such activities, or require any Member or Manager to permit the Company or any Manager or Member or its Affiliates to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

(c) To the extent permitted by applicable law and subject to the provisions of this Agreement, the Manager is hereby authorized to cause the Company to purchase Properties from, sell Properties to or otherwise deal with the Manager acting on its own behalf, any Member or any Affiliate of the Manager or any Member; *provided* (i) any affiliate transaction that relates to purposes set forth in Section 1.3(a)(i) shall be on terms no less favorable to the Company than those that would have been entered into with unrelated third parties; and (ii) any affiliate transactions other than those set forth in clause (i) above, shall not be entered into without the consent of the Special Purpose Manager.

1.10 Definitions.

Capitalized words and phrases used in this Agreement have the following meanings:

“Accredited Investor” means a Person that is an “accredited investor” as defined in Rule 501(a)(1), (2) or (3) under Regulation D of the Securities Act.

“Act” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-10 1, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(l) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1 (b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Person, an “affiliate” within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended; provided, however, that unless the context specifically required a contrary interpretation, Ref-Fuel Company shall not be deemed to be an Affiliate of Duke/UAE, Allied or any of their respective Affiliates.

“Agreement” means this Limited Liability Company Agreement of E Leasing Company, LLC, as amended, supplemented or otherwise modified from time to time. All references in this Agreement to **“Section”** or **“Sections”** are to a section or sections of this Agreement unless otherwise specified.

“Allocation Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31 or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article III.

“Bankruptcy” means, with respect to any Person, a **“Voluntary Bankruptcy”** or an **“Involuntary Bankruptcy.”** A **“Voluntary Bankruptcy”** means, with respect to any Person (i) an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any present or future bankruptcy, insolvency or similar statute, law or regulation, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its Properties or (iii) action taken by such Person to authorize any of the actions set forth above. An **“Involuntary Bankruptcy”** means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approval of a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order for relief or the appointment of a trustee, custodian, receiver or other similar official of such Person or of all or any substantial part of the Properties of such Person which order shall not be dismissed within ninety (90) days. The Members hereby agree that this definition shall supersede the definition of **“bankruptcy”** set forth in Section 18-304 of the Act for all purposes of this Agreement.

“Business Day” means a day of the year except Saturday, Sunday or any other day on which commercial banks are not required or authorized by law to close in the states of New York, Arizona, New Jersey or Texas.

“Call Option” means the “Partnership Call” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Essex County, dated as of April 30, 2001).

“Capital Account” means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member’s Capital Account there shall be credited (A) such Member’s Capital Contributions, (B) such Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 or Section 3.4, and (C) the amount of any Company liabilities assumed by such Member or which are secured by any Properties distributed to such Member;

(ii) To each Member’s Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Properties distributed to such Member pursuant to any provision of this Agreement, (B) the amount of any liabilities of such Member which have been assumed by the Company or which are secured by any properties contributed by the Member to the Company and (C) such Member’s distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 or Section 3.4;

(iii) In the event all or any portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Interest; and

(iv) In determining the amount of any liability for purposes of subparagraph (i) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is necessary to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members), are computed in order to comply with such Regulations, the Manager may make such modification; provided that it shall not affect the amounts distributable to any Person under this Agreement. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b); provided that such adjustments under clause (i) or

modifications under clause (ii) shall not affect the amounts distributable to any Person under this Agreement.

“Capital Contributions” means, with respect to any Member, the amount of money or the Gross Asset Value of other Property contributed to the Company with respect to the Interest in the Company held or purchased by such Member.

“Certificate” means the certificate of formation filed with the Secretary of State of the State of Delaware pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

“Certificate of Cancellation” means a certificate filed in accordance with 6 Del. C. § 18-203.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

“Company” means, E Leasing Company, LLC and the limited liability company continued hereunder and continuing the business of this Company in the event of dissolution of the Company as herein provided if the Members elect to reconstitute pursuant to Section 12.1(b).

“Company Minimum Gain” has the meaning given the term “partnership minimum gain” in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

“Credit Agreement” means the Credit Agreement dated as of April 30, 2001, among the Company, the other Credit Parties signatory thereto, GECC, as lender, and as agent for Lenders, and the other Lenders signatory thereto from time to time.

“Damages” means any and all judgments, damages or penalties with respect to, or amounts paid in settlement of, claims (including, but not limited to negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, or suits, and, to the extent suffered or incurred in connection with the foregoing, taxes (including, without limitation, taxes on any indemnification payments and including interest, additions to tax and penalties), liabilities, obligations, and reasonable costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses).

“Debt” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind (except deposits and advances in the ordinary course of business), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such

Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business and paid when due), (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such Person, and (h) all other obligations of such Person which have the same effect as any of the foregoing.

“Deemed Refund” has the meaning set forth in Section 7.2(e).

“Depreciation” means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that (x) with respect to any asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes and which difference is being eliminated by use of the “remedial method” defined by Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall be the amount of book basis recovered for such Allocation Year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (y) with respect to any other asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Tax Matters Member.

“Dissolution Event” has the meaning set forth in Section 12.1.

“Economic Interest” means any interest in the capital or profits of the Company (including, without limitation, any Interest) or any financial instrument or contract the value of which is determined in whole or in part by reference to the Company.

“Effective Date” means the date hereof.

“Financing” means the financing transaction contemplated in the Credit Agreement and the Security Agreement.

“Fiscal Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31 and (iii) the period commencing on the

immediately preceding January 1 and ending on the date on which all the Properties are distributed to the Members pursuant to Section 12.2.

“GAAP” means generally accepted accounting principles in effect in the United States of America from time to time.

“Garbage Trucks” means the municipal solid waste collection or disposal vehicles (garbage trucks) purchased by the Company from time to time and any replacements or substitutions therefor in accordance with the Lease.

“GECC” means General Electric Capital Corporation.

“Gross Asset Value” means with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset as determined pursuant to sub-paragraph (iv) below;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 770 I(g) into account), as determined pursuant to sub-paragraph (iv) below, upon admission of a new Member to the Company via a Capital Contribution, upon liquidation of a Member’s Interest, or upon liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(iii) Except as otherwise provided in subparagraph (ii), the Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 770 I(g) into account) of such asset on the date of distribution as determined pursuant to sub-paragraph (iv) below.

(iv) For purposes of this definition, the gross fair market value of any asset shall be equal to (A) if the Members elect to appraise such asset, the fair market value of such asset as determined by appraisal, or (B) for any asset listed below, the original cost of such asset reduced by the economic depreciation of such asset calculated at the specified percentage per month (prorated based on the number of days in such month for calculations made other than on the last day of a month), or for any other asset, the adjusted tax basis of such asset as of the date of determination. For this purpose, the assets subject to economic depreciation and the specified monthly depreciation percentages shall be as follows:

Garbage Trucks	.83%
Commercial Containers and Other Equipment	.83%
Residential Containers and Compactors	1.67%
Yellow Iron	1.04%

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iii), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnified Matter” has the meaning set forth in Section 7.2(b).

“Indemnitee” has the meaning set forth in Section 7.2(b).

“Indemnitor” has the meaning set forth in Section 7.2(b).

“Interest” means any interest in the Company representing some or all of the Capital Contributions made by a Member, including any and all benefits to which the holder of such an interest may be entitled as provided in this Agreement and to the extent not inconsistent herewith, the Act, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

“Involuntary Bankruptcy” has the meaning set forth in the definition of Bankruptcy.

“Lease” means the Master Lease Agreement dated as of April 30, 2001 between the Company, as the lessor, and the various subsidiaries of Allied Waste, as the Lessees, as amended, supplemented or otherwise modified from time to time pursuant to Section 5.2, together with all the lease supplements thereunder.

“Lessee” shall have the meaning set forth in Exhibit C.

“Lien” means any lien, mortgage, deed of trust, encumbrance, pledge, charge, lease, easement, right of others or security interest of any kind, including any thereof arising under conditional sales or other title retention agreements.

“Liquidation Period” has the meaning set forth in Section 12.7.

“Liquidator” has the meaning set forth in Section 12.9(a).

“Losses” has the meaning set forth in the definition of **“Profits”** and **“Losses”**.

“Manager” means AWP or any Permitted Transferee of AWP’s entire Interest as a Member as constituted at the time of the Transfer provided that such Permitted Transferee is admitted as a Member pursuant to this Agreement.

“Material Adverse Effect” on the Company means an effect on the Company that is materially adverse to the business, operations, properties, assets, financial condition, prospects or results of operations of the Company and its businesses and assets taken as a whole, or on the consummation of the Redemption.

“Member” means any Person (i) who is referred to as such in the first paragraph of this Agreement, or who has become a substituted Member pursuant to the terms of this Agreement and (ii) who has not ceased to be a Member. **“Members”** means all such Persons.

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” in Section 1.704-2(b)(4) of the Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Modification” means, with respect to any Garbage Trucks, Other Assets, or any Part thereof, (a) any addition, alteration, improvement or modification thereto, (b) the addition, betterment or enlargement of any property constituting part of such property or the replacement of any such property with other property, irrespective of whether (i) such replacement property constitutes an enlargement or betterment of the property that it replaces or (ii) the cost of such addition, betterment, enlargement or replacement is or may be capitalized in accordance with GAAP and (c) improvements to the extent constructed as a Modification pursuant to the Lease.

“Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

“Other Assets” means construction equipment (i.e., yellow iron), commercial and residential containers, compactors and other waste management equipment (i.e., trash and/or recyclables balers; service vehicles; pick-up trucks; transfer tractors and trailers; portable toilet trucks; portable toilets; forklifts; bobcats and small loaders; container delivery vehicles; and sweepers) acquired by the Company from time to time and any replacements or substitutions therefor, if applicable, in accordance with the Lease.

“Parent” of any Person means any Affiliate of such Person directly or indirectly controlling such Person.

"Parts" means appliances, parts, instruments, appurtenances, accessories and equipment of whatever nature, whether or not constituting Modifications.

"Percentage Interest" means, with respect to any Member, the Percentage Interest of such Member as set forth in Section 2.1. In the event all or a portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the Transferred Interest.

"Permitted Transfer" has the meaning set forth in Section 10.2.

"Permitted Transferee" has the meaning set forth in Section 10.2.

"Person" means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

"Prime Rate" means a per annum rate that equal to the "prime rate" as in effect from time to time as set forth in The Wall Street Journal.

"Profits" and **"Losses"** mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **"Profits"** and **"Losses"** shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **"Profits"** and **"Losses"** shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Properties with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Properties disposed of, notwithstanding that the adjusted tax basis of such Properties differs from its Gross Asset Value; and

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation.

“Properties” means the Garbage Trucks, Other Assets, Modifications, cash equivalents, cash and all other personal property acquired by the Company and shall include both tangible and intangible property.

“Put Option” means the “Class B Put” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Essex County, dated as of April 30, 2001).

“Reconstitution Period” has the meaning set forth in Section 12.1 (b).

“Redemption” means the redemption by the Ref-Fuel Company of the partner interest of BFI Energy Systems of Essex County, Inc. in Ref-Fuel Company pursuant to the Second Amended and Restated Partnership Agreement thereof.

“Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

“Regulatory Allocations” has the meaning set forth in Section 3.4.

“Responsible Administrative Officers” has the meaning set forth in Section 5.3(c).

“Responsible Participating Officers” has the meaning set forth in Section 5.3 (c).

“Responsible Officers” means the Responsible Administrative Officers and the Responsible Participating Officers.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Security Agreement” means the Security Agreement dated as of April 30, 2001, among H Leasing Company, LLC, E Leasing Company, LLC, N Leasing Company, LLC

and S Leasing Company, LLC, as grantors, and GECC, in its capacity as Agent for Lenders under the Credit Agreement.

“Special Purpose Manager” means Ref-Fuel Company or any transferee of Ref-Fuel Company’s entire Interest as a partner in the Company as constituted at the time of the Transfer.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecate or otherwise dispose of.

“UCC” means the Uniform Commercial Code as in effect in the states of New York and Delaware from time to time and any other jurisdiction that has adopted similar provisions.

“Voluntary Bankruptcy” has the meaning set forth in the definition of **“Bankruptcy.”**

1.11 Other Terms.

Unless the content shall require otherwise:

- (a) Words importing the singular number or plural number shall include the plural number and singular number respectively;
- (b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (c) Reference to “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation;”
- (d) Reference in this Agreement to “herein,” “hereby” or “hereunder”, or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the Exhibits; and
- (e) Reference to “and” and “or” shall be deemed to mean “and/or.”

ARTICLE II
MEMBERS' CAPITAL CONTRIBUTIONS

2.1 Capital Contributions.

The name, address, amount of Capital Contribution, and Percentage Interest of each of the Members is as follows:

Name and Address	Capital Contribution	Percentage Interest
American Ref-Fuel Company of Essex County 15990 North Bakers Landing #200 Houston, TX 77079 Attention: William Reynolds Facsimile No.: (281) 649-4815	\$15,384,479	99%

With copies to:
Duke/UAE
c/o United American Energy Corp.
50 Tice Boulevard
Woodcliff Lake, New Jersey 07675
Attention: Donald Krom
Facsimile No.: (201) 307-1020

Allied Waste North America, Inc. 15880 North Greenway—Hayden Loop Suite 100 Scottsdale, Arizona 85260 Attention : General Counsel Facsimile No. : (480) 627-2703	\$ 155,399	1%
---	------------	----

With copies to :
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller
Facsimile No. : (212) 859-8587

**ARTICLE III
ALLOCATIONS**

3.1 Profits.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Profits for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.2 Losses.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Losses for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.3 Special Allocations.

The following special allocations shall be made in the following order:

(a) **Nonrecourse Deductions.** Notwithstanding any other provision of this Agreement, (i) deductions attributable to Member Nonrecourse Debt, if any, of the Company for each Allocation Year shall be allocated to the Member that bears the economic risk of loss within the meaning of Treas. Reg. 1.704-2(i), and (ii) deductions attributable to Nonrecourse Liabilities of the Company, if any, shall be allocated for each Allocation Year in the same proportion as Profits and Losses for such Allocation Year.

(b) **Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f) (6) and 1.704-2(j) (2) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(c) **Member Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(i) (4) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member

who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i) (5) of the Regulations, shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i) (4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i) (4) and 1.704-2(j) (2) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i) (4) of the Regulations and shall be interpreted consistently therewith.

(d) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible; provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.3 (c) were not in the Agreement.

(d) **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any Allocation Year which is in excess of the sum of the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 3.3(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article III have been made as if Section 3.3(c) and this Section 3.3(d) were not in the Agreement.

3.4 Curative Allocations.

The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c) and 3.3(d) (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 3.4. Therefore, notwithstanding any other provision of this Article III (other than the Regulatory Allocations), the Tax Matters Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines

appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 3.1 and 3.2.

3.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder; provided, however, in the event there is a distribution by Ref-Fuel Company of its Interest pursuant to the Redemption, such allocation for such Allocation Year shall be based on the number of months preceding and succeeding such distribution in such Allocation Year, and if such distribution occurs other than on the first day of a month, such month shall be pro-rated based on the number of days preceding and including the date of the distribution and the number of days following the distribution, excluding, for this purpose, any income, gain, loss or deduction resulting from any transactions occurring in such month outside the ordinary course of business.

(b) The Members are aware of the income tax consequences of the allocations made by this Article III and hereby agree to be bound by the provisions of this Article III in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a) (3), the Members' interests in Company Profits are in proportion to their Percentage Interests.

(d) To the extent permitted by Section 1.704-2(h) (3) of the Regulations, the Tax Matters Member shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

3.6 Tax Allocations: Code Section 704(c).

(a) Except as otherwise required by Code Section 704(c) and the Regulations thereunder, each item of Company income, gain, loss and deduction shall be allocated for tax purposes, to the extent possible, in the same manner as provided in this Article III other than this Section 3.6.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall, as appropriate, take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member as provided in Section 8.3 in any manner that reasonably reflects the purpose and intention of this Agreement.

(c) Allocations pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE IV DISTRIBUTIONS

4.1 Distributions.

The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree. Notwithstanding the foregoing, if the period for consummating the Redemption has expired as contemplated by Article XI of the Second Amended and Restated Partnership Agreement of Ref-Fuel Company without the Redemption having occurred, the Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, no later than three business days prior to the date on which any Member (or any member of a Member) is required to make a payment of estimated taxes in respect of any Allocation Year, in an amount equal to the excess of (a) the product of (i) the Company's reasonable estimate of the cumulative amount of Profits (net of any Losses) allocable to the Members for such Allocation Year through the date such estimated taxes are due and (ii) 40% over (b) the amount of any distributions previously made to the Members pursuant to this Section 4.1 in respect of

such Allocation Year. Within five business days after the date the Company's income tax returns are filed for any Allocation Year, the Company shall make a further distribution, if necessary, to the Members, pro rata in accordance with their Percentage Interests, calculated in the same manner as set forth in the preceding sentence, with respect to the amount of Profits (net of Losses) actually allocated to the Members for such Allocation Year as reflected in the filed tax returns.

4.2 Amounts Withheld.

All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 4.2 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

4.3 Limitations on Distributions.

(a) The Company shall make no distributions to the Members except as provided in this Article IV and Article XII.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than any liability to Members on account of their Capital Contributions, would exceed the fair value of the Company's assets.

**ARTICLE V
MANAGEMENT**

5.1 The Manager.

(a) Except as otherwise provided in Sections 5.2 and 5.3, the Members intend that the Company be managed by the Manager in accordance with Section 18-402 of the Act and with the provisions of this Agreement.

(b) Subject to any restrictions set forth in this Agreement, the Members hereby delegate all powers to operate and manage the business and affairs of the Company and to bind the Company to, and all such powers shall be exclusively vested in, the Manager and

the Manager may exercise all such powers of the Company and do all such lawful acts as are not by statute, the Certificate or this Agreement directed or required to be exercised by the Members and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business and affairs of the Company, including, without limitation:

- (i) all actions and activities relating to the conduct of the Company's business and affairs;
- (ii) the preparation of the Company's books, records, financial statements;
- (iii) reports described in Article VIII;
- (iv) any action required by Section 1.6;
- (v) any termination, modification, amendment, supplementation or other change of the Credit Agreement and the Security Agreement;
- (vi) the supplementation of the Lease to add additional Garbage Trucks or Other Assets to the equipment or other properties leased thereunder on terms and conditions no less favorable to the Company than those provided by the Lease as the date hereof; and
- (vii) investment of any cash not distributed to the Members in cash equivalents and sale of any investments in cash equivalents for the purpose of making distributions under this Agreement.

(c) The Manager may, from time to time, appoint one or more individuals to be officers of the Company. The Manager shall have the power to delegate the authority granted to it pursuant to this Section 5.1 to such officers, employees, agents and representatives of the Company as it may from time to time deem appropriate. Any delegation of authority to take any action must be approved in the same manner as would be required for the Manager to approve such action directly. The Manager may, if it wishes, appoint the following officers: a President, one or more Vice-Presidents, a Secretary, a Treasurer and may appoint other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Company. Any two or more offices may be held by the same person. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as provided in this section 5.1(c). The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Manager. Any officer of the Company may be removed, either with or without cause, at any time, by the Manager.

(d) The Manager shall perform its duties under this Agreement in a manner it believes to be in the best interests of the Company, and shall be under no fiduciary duty to the Members, the Special Purpose Manager, any creditor of the Company or any other Person. A Person who so performs its duties shall not have any liability by reason of being or having been a Manager of the Company, the Liquidator or the Tax Matters Member.

(e) The Manager shall not be liable under a judgment, decree or order of a court or in any other manner for the debts, obligations or liabilities of the Company.

5.2 Restrictions on Authority of the Manager.

Except as otherwise provided in this Agreement, without the consent of both the Manager and the Special Purpose Manager, the Manager shall not have the authority to, and covenants and agrees that it shall not:

- (a) Do any act in contravention of this Agreement or, when acting on behalf of the Company, engage in activities inconsistent with the purposes of the Company;
- (b) Do any act which would make it commercially unreasonable to carry on the ordinary business of the Company, and the Manager shall not be required to do any such act otherwise required to be done by it pursuant to this Agreement without the consent of all of the Members;
- (c) Possess Properties, or assign rights in specific Property, for other than a Company purpose;
- (d) Perform any act that would, to the Manager's knowledge, subject any Member to liability in any jurisdiction for the debts or obligations of the Company;
- (e) Cause the Company to voluntarily take any action with respect to the Company described in clauses (i), (ii) or (iii) of the definition of Voluntary Bankruptcy in Section 1.10;
- (f) Cause or permit the Company to incur, assume or obligate itself by contract for any Debt, except for Debt incurred under the Credit Agreement;
- (g) Cause or permit the Company to acquire, by purchase any assets other than Garbage Trucks, Other Assets and Modifications and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (h) Cause the Company to voluntarily dissolve;

- (i) Sell, abandon or dispose of all or substantially all of the assets of the Company;
- (j) Cause the Company to change its Fiscal Year or method of accounting, unless such change is required by GAAP, the Code or Regulations thereunder;
- (k) Cause or permit the admission of any Member to the Company other than pursuant to Article X;
- (l) Cause the Company to fail to be taxable as a partnership for federal income tax purposes or to take a position inconsistent with such treatment except as required by law;
- (m) Cause or permit the Company to legally merge or consolidate with or into any Person;
- (n) Cause the Company to acquire any debt or equity securities of any Member or Affiliate of any Member or otherwise lend funds to any such Person;
- (o) Cause the Company to sell, lease or distribute any asset other than in accordance with the Lease or in the course of the liquidation of the Company;
- (p) Cause the Company to incur any capital expenditures other than in connection with the purchase of Garbage Trucks, Other Assets, the procurement of Modifications thereof and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (q) Except Liens arising under the Security Agreement and applicable laws, mortgage, hypothecate or cause the creation of any consensual lien on, or security interest in, the Properties;
- (r) Except as otherwise required by GAAP, cause the Company to take any position in its books and records with respect to the Garbage Trucks, the Other Assets and Modifications that is inconsistent with the treatment of the Lease as an "operating lease" for tax and financial reporting purposes;
- (s) Agree to the form of the Lease (other than substantially in the form of Exhibit C hereto consistent with the financial model previously prepared by affiliates of the parties), or once the form of the Lease has been approved, agree to any material modifications to the Lease or change the lease rate from that shown on Exhibit C;
- (t) Agree to any material modification to the Allied Finance documents (as such term is defined in the Credit Agreement) that would have a material adverse effect

on any Member (other than the Manager or any other Affiliate of Allied Waste) without the consent of such adversely affected Member;

- (u) Cause any Garbage Trucks, Other Assets or Modifications to be acquired by the Company unless simultaneously with such acquisition, such assets are to be leased to a third party pursuant to the Lease; or
- (v) Cause any Other Property consisting of real property, including buildings and fixtures, to be acquired by the Company.

5.3 Special Provisions Following Occurrence of Bankruptcy of Manager.

Notwithstanding anything contained in this Agreement to the contrary, following the occurrence of a Bankruptcy of the Manager or any Affiliate of the Manager, all actions that the Manager would be otherwise authorized to take under this Agreement shall require prior written consent of the Special Purpose Manager. Such consent shall be given in the form of general authority to take actions with a specified scope of authority.

5.4 Duties and Obligations of the Manager and the Special Purpose Manager.

(a) The Manager and the Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member, the Manager, the Special Purpose Manager or any of their Affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (iii) causing the Company to pay its liabilities only from available assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Manager shall take all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged, and (ii) subject to the other terms and conditions of this Agreement and expressly without any obligation to make capital contributions except as specified in Section 2.1, for the accomplishment of the

Company's purposes, including the acquisition, maintenance, preservation, and operation of Properties in accordance with the provisions of this Agreement and applicable laws and regulations.

(c) On the Effective Date, the Manager and the Special Purpose Manager shall each provide to the Company a written statement naming those of its officers that will be responsible for the management and operations of the Company delegated to it in accordance with this Article V (such individuals, if appointed by the Manager, the "**Responsible Administrative Officers**" and if appointed by the Special Purpose Manager, the "**Responsible Participating Officers**"), until such time as the Manager or the Special Purpose Manager has provided to the Company another written statement naming other officers as Responsible Officers, and the Manager and the Special Purpose Manager each hereby covenant and agree that its Responsible Officers shall maintain the separateness of the Company's operations and otherwise comply with all of the terms of this Agreement. On the Effective Date, the initial Responsible Administrative Officers shall be as follows: Don W. Slager, President; Jeffrey Hughes, Vice-President; Jo Lynn White, Secretary; Jenny L. Apker, Assistant Secretary; Thomas P. Martin, Treasurer. The initial Responsible Administrative Officers shall hold office unless and until such time as the Manger has provided the Company with a written statement naming other officers as Responsible Administrative Officers in accordance with this Article V.

(d) The Manager shall notify the Members of the occurrence of any Dissolution Event described in Section 12.1 or any event which with notice or lapse of time or both would constitute a Dissolution Event (other than the event described in Section 12.1 (a)(i)) and the action which the Manager has taken or proposes to take with respect thereto, promptly, but no later than ten (10) Business Days, after any Responsible Administrative Officer has actual knowledge of such occurrence.

(e) All distributions or payments of cash to the Members pursuant to any provision of this Agreement shall be made by wire transfer of immediately available funds, no later than 1:00 p.m., Eastern Standard Time, on the day of distribution or payment, and, at the time of any such distribution or payment, the Manager shall provide to the Members a notice identifying the nature of the distribution or payment, the Section or Sections of this Agreement pursuant to which it is being made and the amount being distributed or paid pursuant to each such Section.

5.5 Management Fee/Expenses.

(a) Neither the Manager nor the Special Purpose Manager shall receive any management or other fee or salary for services rendered to the Company, or

reimbursement of any costs and expenses incurred in connection therewith, except as permitted pursuant to Section 1.9 (c) or as provided in Section 5.5(b).

(b) The Manager and the Special Purpose Manager shall each be entitled to current reimbursement out of Company assets for all reasonable costs and expenses incurred by it when acting for or on behalf of the Company and in accordance with the terms of this Agreement specifically including, but not limited to, all salaries and related expenses of its employees performing authorized services for the Company. The Manager shall be entitled to an annual fee in the amount of \$100,000, payable quarterly in advance, for accounting and administrative services.

ARTICLE VI
ROLE OF MEMBERS

6.1 Rights or Powers.

Except as provided in this Agreement, the Members, in their capacities as members of the Company, hereby agree not to exercise any right or power to take part in the management of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

6.2 Meetings of the Members.

(a) Meetings of the Members may be called upon the written request of any Manager or Member. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than one (1) Business Day nor more than thirty (30) days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at such meeting and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in this Section 6.3.

(b) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy prior to its exercise shall be revocable at the pleasure of the Member executing it.

(c) Each meeting of the Members shall be conducted by the Member or Manager calling the meeting.

(d) Notwithstanding this Section 6.3, the Company may take any action contemplated under this Agreement as approved by the consent of the Members, such consent to be provided in writing, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a written summary of the telephone conversation or facsimile communication sent by registered or certified mail, postage and charges prepaid, addressed as described in Section 13.1 hereof, or to such other address as such Person may from time to time specify by notice to the Members and the Manager.

6.3 Withdrawal/Resignation.

Except as otherwise provided in Article IV and Article XII, no Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company without the consent of both the Manager and the Special Purpose Manager. Except as otherwise provided in the Act or this Agreement, upon resignation, any resigning Member is entitled to receive only the distribution to which he is entitled under this Agreement, which shall be equal to the fair value of its Interest in the Company as of the date of resignation.

6.4 Member Compensation.

No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise provided in this Agreement.

6.5 Members Liability.

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company and each Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made pursuant to Article II, to make any additional contributions, assessments or payments to the Company; provided that a Member may be required to repay distributions made to it as provided in Section 18-607 of the Act. None of the Members, the Manager or the Special Purpose Manager shall have any personal liability for the repayment of any Capital Contributions of any Member.

6.6 Partition.

While the Company remains in effect or is continued, each Member agrees and waives its rights to have any Properties partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Properties partitioned, and each Member, on behalf of itself, its successors and its assigns hereby waives any such right.

6.7 Transactions Between a Member and the Company.

Except as otherwise provided by applicable law and subject to Section 5.2, any Member may, but shall not be obligated to, transact business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in such Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of such Member.

6.8 Other Instruments.

Each Member hereby agrees to execute and deliver to the Company promptly after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Manager reasonably deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

6.9 Other Covenants.

Each Member hereby agrees:

- (a) To maintain books and records separate from the Company;
- (b) Not to commingle assets with those of the Company;
- (c) Not to conduct its own business in the name of the Company;
- (d) To maintain separate financial statements from those of the Company;
- (e) Not to pay its own liabilities out of the funds of the Company;
- (f) To observe all corporate, partnership or limited liability company (as applicable) formalities;

- (g) Not to pay the salaries of its own employees with funds of the Company;
- (h) Not to guarantee or become obligated for the debts of the Company or hold out its credit as being available to satisfy the obligations of the Company;
- (i) To maintain office space separate from the Company;
- (j) To use stationery, invoices, and checks separate from those of the Company;
- (k) Not to pledge its assets for the benefit of the Company;
- (l) To hold itself out as a separate entity from the Company;

(m) Except as otherwise permitted by this Agreement, not to (i) take any action to file a certificate of dissolution or its equivalent with respect to itself, (ii) exercise any power under the Act to dissolve the Company, and (iii) petition for judicial dissolution of the Company; and

(n) To file all of its income tax returns in a manner consistent with its status as a partner of the Company for income tax purposes, unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof.

Notwithstanding the foregoing, the execution, delivery and performance of the Lease is not a violation of this Agreement.

ARTICLE VII INDEMNIFICATIONS

7.1 Indemnification of the Company, the Managers and the Members.

(a) Unless otherwise provided in Section 7.1(c), the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of the Manager, the Special Purpose Manager and any Member or any stockholders, directors, members, officers, employees or agents of any of them relating to any Damages incurred by reason of any act performed or omitted to be performed by such Manager or such Member or any stockholders, directors, members, officers, employees or agents of any of them in connection with the business of the Company, including reasonable attorneys' fees incurred by such Manager or such Member or any stockholder, director, member, officer, employee or agent of any of them in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred.

(b) Unless otherwise provided in Section 7.1(c), in the event of any action by a Member against any Manager or any stockholder, director, member, officer, employee or agent of any Manager, including a Company derivative suit, the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of such Person, including reasonable attorneys' fees incurred in the defense of such action; provided that such Person shall provide an undertaking to repay the indemnification payment made by the Company to such Person pursuant to this Section 7.1(b) if such Person is found by a final nonappealable judgment not to be entitled to indemnification.

(c) Notwithstanding the provisions of Sections 7.1 (a) and 7.1 (b), (i) such Sections shall be enforced only to the maximum extent permitted by law and (ii) no Member or Manager shall be indemnified from any liability for its fraud, willful misconduct or gross negligence.

(d) The obligations of the Company set forth in this Section 7.1 are expressly intended to create third party beneficiary rights in favor of any Manager and any stockholder, director, member, officer, employee or agent of any Manager or any Member and any Member is authorized, on behalf of the Company, to give written confirmation to any such Person of the existence and extent of the Company's obligations to such Person hereunder.

7.2 Indemnification Procedures.

(a) In the event any claim is made by a third party against any Manager, any Member, the Liquidator, or any stockholder, officer, member, director, agent, employee, successor or assign of any of them, with respect to an actual or potential liability for which any such Person is otherwise entitled to be indemnified under any provisions of Section 7.1(a), 7.1(b) and 12.9(c), and any such Person wishes to be indemnified with respect thereto, such Person shall observe the procedures set forth below in Section 7.2.

(b) A party entitled to indemnification pursuant to Article VII (an "**Indemnitee**") shall give the party obligated to provide indemnification (the "**Indemnitor**") notice in writing of any claim or other matter as to which indemnification will be sought (an "**Indemnified Matter**") as promptly as is reasonably practicable after the Indemnitee becomes aware of the Indemnified Matter and shall thereafter keep the Indemnitor reasonably informed with respect thereto; provided that failure of the Indemnitee to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder, except to the extent that the Indemnitor is materially prejudiced by such failure. The Indemnitor shall be entitled to assume the defense or handling of such Indemnified Matter by giving written notice of its intention to do so to the Indemnitee within 30 days after receipt of the notice, with counsel reasonably satisfactory to the Indemnitee at the Indemnitor's own expense, and the Indemnitee shall

cooperate with the Indemnitor, at the Indemnitor's expense, in any such action. If the Indemnitor shall assume the defense of such Indemnified Matter, it shall not settle such Indemnified Matter unless such settlement includes as an unconditional term thereof the giving by the claimant or the plaintiff of a full, general release of the Indemnatee, reasonably satisfactory to the Indemnatee, from all liability with respect to such Indemnified Matter. As long as the Indemnitor is contesting any such Indemnified Matter in good faith and on a timely basis, the Indemnatee shall not pay or settle any claims relating to the Indemnified Matter. Notwithstanding the assumption by the Indemnitor of the defense or handling of any Indemnified Matter as provided in this Section 7.2 (b), the Indemnitor shall thereafter consult with the Indemnatee upon its reasonable request from time to time with respect to such Indemnified Matter. The Indemnatee shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense; provided, however, that if the defendants or potential defendants or obligors in connection with any Indemnified Matter shall include both an Indemnitor and an Indemnatee, and such Indemnatee shall have reasonably concluded that counsel selected by the Indemnitor has a conflict of interest because of the availability of different or additional defenses to such Indemnatee, such Indemnatee shall have the right to select separate counsel to participate in the defense or handling of such Indemnified Matter on its behalf, the reasonable fees and expenses of which shall be borne by the Indemnitor.

(c) If the Indemnitor shall fail to notify the Indemnatee of its desire to assume the defense or handling of any such Indemnified Matter within the prescribed period of time, or shall notify the Indemnatee that it will not assume the defense or handling of any such Indemnified Matter, then the Indemnatee may assume the defense or handling of any such Indemnified Matter, in which event it may do so in such manner as it may deem appropriate, and the Indemnitor shall be bound by any determinations made in connection with such Indemnified Matter or any settlement thereof effected by the Indemnatee, unless the Indemnitor shall, within 20 days after notice of the proposed terms of such determination or settlement, object to such determination or settlement, as the case may be, and agree to pay all reasonable costs and expenses of the Indemnatee in connection with the Indemnatee's defense of such Indemnified Matter, in which case the Indemnitor shall not be bound by any such determination or settlement effected without its consent, so long as the Indemnitor promptly pays such costs and expenses as incurred by the Indemnatee. The failure or election of the Indemnitor to assume the defense or handling of any such Indemnified Matter shall not be deemed a concession that it is required to indemnify the Indemnatee for the subject matter of such Indemnified Matter. The Indemnitor shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense.

(d) Amounts payable by the Indemnitor to the Indemnatee in respect of any Indemnified Matter for which such party is entitled to indemnification hereunder shall accrue interest at the prime rate (as set forth from time to time in the Wall Street Journal)

plus 3% per annum from and including the date such Losses are incurred to but not including the date of payment or satisfaction of such Losses (with appropriate proration for periods of less than one year).

ARTICLE VIII
ACCOUNTING, BOOKS AND RECORDS

8.1 Accounting, Books and Records.

(a) The Company shall keep at its principal place of business each of the following:

(i) Separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement;

(ii) A current list of the full name and last known business, or mailing address of each Member and each Manager, both past and present;

(iii) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(iv) Copies of the Company's federal, state, and local income tax returns and reports, if any, for each year since the Effective Date;

(v) Copies of this Agreement;

(vi) Copies of any writings permitted or required under Section 18-502 of the Act regarding the obligation of a Member to perform any enforceable promise to contribute cash as consideration for such Member's Interest; and

(vii) Any written consents obtained from Members pursuant to Section 18-302 of the Act regarding action taken by Members without a meeting.

(b) The Company shall use the accrual method of accounting in preparation of its financial reports and for tax purposes and shall keep its books and records accordingly.

(c) All amounts payable under any agreement other than this Agreement between the Company on the one hand and the Members or their Affiliates on the other hand shall be treated as occurring between the Company and a Person who is not a "*partner*" within the meaning of Section 707(a)(1) of the Code and such amounts payable

by the Company to any Member or its Affiliates shall be considered an expense or capital cost, as the case may be, of the Company for income tax and financial reporting purposes, and shall not be considered a distribution to such Member including, without limitation, in maintaining such Member's Capital Account, and any such amounts payable by any Member or its Affiliates to the Company shall not be considered a contribution to the Company, including, without limitation, in maintaining such Member's Capital Account.

(d) Any Member or its designated representative has the right to have reasonable access to and inspect and copy the contents of the books or records of the Company and shall also have reasonable access during normal business hours to such additional financial information, documents, books and records as are in the possession of the Company. The rights granted to a Member pursuant to this Section 8.1(d) are expressly subject to compliance by such Member with the safety, security and confidentiality procedures and guidelines of the Company, as such procedures and guidelines may be established from time to time.

(e) The Company's accountants shall be Arthur Andersen, 501 North 44th Street, Suite 300, Phoenix, Arizona 85008 unless the Manager and the Special Purpose Manager agree to use other accountants, which other accountants must be nationally recognized independent certified public accountants.

8.2 Reports.

(a) **In General.** The Manager shall be responsible for causing the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's accountants.

(b) **Periodic and Other Reports.** The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member the financial statements, reports and certificates stated below, prepared, where applicable (other than with respect to Members' Capital Accounts, which shall be prepared in accordance with this Agreement), in accordance with GAAP consistently applied, and such other reports as any Member may reasonably request from time to time; *provided* that, such other reports shall be provided at such requesting Member's sole cost and expense unless (x) the information provided therein is needed by the requesting Member in order to comply with any law or regulations of any governmental or regulatory agency, (y) the Manager elects within thirty (30) days of such request to pay the cost of providing such reports, or (z) the requested report was furnished to the Company by the Lessee or was otherwise prepared by the Manager in its capacity as the Manager.

(i) As soon as practicable following the end of each Fiscal Year (and in any event not later than one hundred twenty (120) days after the end of such Fiscal

Year), a statement of the Members' Capital Accounts and changes therein during such Fiscal Year;

(ii) As soon as practicable and in any event within 120 days after the end of each fiscal year of the Company, a balance sheet or equivalent statement of financial position of the Borrower as at the end of such fiscal year and the related statement of income, changes in Members' Capital Accounts and statement of cash flows for such fiscal year, all presented in accordance with GAAP. If a Member so requests, such financial statements shall be audited by a firm of independent certified public accountants selected by the Members. All costs of preparation and distribution of such reports and the costs of the audit shall be borne by the Company.

(iii) As soon as practicable and in any event within 20 days after the end of each month, a report on investments in Garbage Trucks and Other Assets as of the end of such month;

(iv) As soon as available and in any event within 45 days after the end of each quarter, an unaudited balance sheet of the Company as of the end of such quarter and the related statement of income and changes in Members' Capital Accounts and statement of cash flow for such quarter;

(v) Within five days after the Manager obtains knowledge of the occurrence of any event that (x) is out of the ordinary course of business for the Company or (y) has or is reasonably likely to have a Material Adverse Effect on the Company, the Manager shall inform all the Members of such event by providing a report setting forth the detail of such event, and any actions, if applicable, that are being taken or have been proposed to be taken with respect thereto.

(vi) At such time as distributions are made to the Members pursuant to Article XII following the occurrence of a Dissolution Event, (A) a balance sheet of the Company as of such time setting forth the Gross Asset Values of the Properties as adjusted pursuant to clause (ii) of the definition "**Gross Asset Value**" in Section 1.10 and (B) a statement of the Members' Capital Accounts and changes therein for the Fiscal Year then ended, including a statement of the amount of gain or loss, if any, realized on the sale or disposition or deemed to be realized on the adjustment to the Gross Asset Value of each Garbage Truck, Other Assets and Modifications thereof, if any, as of such time, together with appropriate notes to such financial statements and supporting schedules, all of which shall be audited and certified by the Company's accountants not later than seventy-five (75) days after the date on which such liquidating distributions are made.

8.3 Tax Matters.

(a) **Tax Elections.** The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes; provided, however, the Special Purpose Manager shall receive the written consent of the Ref-Fuel Company with respect to the method of tax depreciation to be used by the Company. The Members may agree as to the allocation of such Member's right with respect to the allocation of duties, responsibilities and control over tax matters. Notwithstanding the foregoing, the Tax Matters Member shall not make the election under Treasury Regulations Section 301.7701-3(c) (or any successor provision thereto) for the Company to be classified other than as a partnership for federal income tax purposes. The Manager is specifically authorized to act as the "**Tax Matters Member**" under the Code and in any similar capacity under state or local law.

(b) **Tax Returns.** The Tax Matters Member shall be responsible for managing the preparation and filing of all federal, state and local tax returns and information reports of the Company and shall sign such returns and reports on behalf of the Company. The Tax Matters Member shall cause all such federal, state and local tax returns to be prepared in a manner consistent with the Company having the status of a partnership for income tax purposes, and such returns shall be prepared consistently with the terms of this Agreement, in each case unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof. In connection therewith, the Special Purpose Manager and the Members shall furnish the Tax Matters Member with all information reasonably necessary for the preparation of such returns and reports and shall prepare (or cause to be prepared) such returns and reports in a timely manner as directed by the Tax Matters Member, with all tax elections and determinations relating to such returns and reports to be made as provided in Section 8.3 above. The Special Purpose Manager shall have the opportunity to review each tax return before such return is filed.

(c) **Tax Information.** Necessary tax information, including, without limitation, all Company tax returns and related schedules, shall be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company but not later than five (5) months after the end of each Fiscal Year.

**ARTICLE IX
AMENDMENTS**

9.1 Amendments.

Amendments to this Agreement may be proposed by the Manager or any Member. Following such proposal, the Manager shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form, and the Manager shall include in any such submission a recommendation as to the proposed amendment. The Manager shall seek the written vote of the Members and Managers on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of all of the Members (and, in the case of any amendment that increases a Manager's duties and/or obligations under this Agreement, such Manager).

**ARTICLE X
TRANSFERS**

10.1 Restrictions on Transfers.

Except as otherwise permitted by this Agreement, no Member shall Transfer all or any portion of its Interest.

10.2 Permitted Transfers.

(a) **AWP.** Subject to the conditions and restrictions set forth in Section 10.3, AWP and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) any of its Affiliate, or (b) any Person approved by all of the Members.

(b) **Ref-Fuel Company.** Subject to the conditions and restrictions set forth in Section 10.3, Ref-Fuel Company and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) AWP or any affiliate of AWP or (b) any Person approved by all of the Members.

(c) Notwithstanding of Sections 10.2(a) and 10.2(b) above, no Transfer shall be made by any Member if such Transfer will prevent or otherwise impede the exercise of the Call Option or Put Option, as the case may be. Notwithstanding anything to the contrary, exercise of the Call Option or Put Option shall be permitted.

Any Transfer permitted by this Section 10.2 shall be referred to in this Agreement as a "**Permitted Transfer**", and the Person to which the Interest is transferred shall be a "**Permitted Transferee**."

10.3 Conditions to Permitted Transfers.

Except for Transfers pursuant to the Call Option or the Put Option, a Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:

- (a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may reasonably be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Article X. In addition, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.
- (b) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interest until it has received such information.
- (c) Except in the case of a Transfer to an Affiliate of Ref-Fuel Company or AWP, the successors or transferees of either of them and their transferees shall execute certificates substantially similar to the certificates (the "**Form Transferor Certificate**" and the "**Form Transferee Certificate**") attached hereto as Exhibit A-1 and Exhibit A-2, respectively.
- (d) Immediately following such Transfer, at least one Person other than a state or any political subdivision thereof, will be a Member of the Company owning a capital and profits interest therein.

10.4 Prohibited Transfers.

Any purported Transfer of any Interests that is not a Permitted Transfer shall be null and void and of no force or effect whatever; *provided* that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Interests Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interests, which allocations

and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company.

In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Member from all Damages that any of such indemnified Member may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 Rights of Unadmitted Assignees.

A Person who acquires a Interest but who is not admitted as a substituted Member pursuant to Section 10.6 hereof shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

10.6 Admission of Substituted Members.

Subject to the other provisions of this Article X, a transferee of a Interest may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 10.6:

- (a) The Interest with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer;
- (b) The transferee (other than a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Manager (and, in the case of clause (ii) below, the transferor Member), (i) become a party to this Agreement and (ii) assume the obligations of the transferor Member under this Agreement with respect to the Transferred Interest;
- (c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Interest; and
- (d) If required by the Manager, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Manager reasonably deems necessary or appropriate to effect,

and as a condition to, such Transfer, including amendments to the Certificate or any other instrument filed with the State of Delaware or any other state or governmental authority.

10.7 Distributions and Allocations in Respect of Transferred Interests.

If any Interests are Transferred during any Allocation Year in compliance with the provisions of this Article X, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interests for such Allocation Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Allocation Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Tax Matters Member. Except as provided in Section 4.2, all distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer; provided that, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the Transfer, the Company shall recognize such Transfer as of the date of such Transfer, and *provided* further that if the Company does not receive a notice stating the date such Interest has been Transferred and such other information as the Tax Matters Member may reasonably require within thirty (30) days after the end of the Allocation Year during which the Transfer has occurred, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, is the owner of the Interest on the last day of such Allocation Year. Neither the Company nor any Manager or Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.7, whether or not the Manager, the Tax Matters Member or the Company has knowledge of any Transfer of ownership of any Interest.

ARTICLE XI

[Intentionally deleted]

ARTICLE XII

DISSOLUTION AND WINDING UP

12.1 Dissolution Events.

(a) **Dissolution.** The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a "**Dissolution Event**"):

(i) The Bankruptcy of the Company;

(ii) The sale of all or substantially all of the Properties;

(iii) The unanimous vote of the Members to dissolve, wind up, and liquidate the Company; or

(iv) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company or the Delaware Court of Chancery has entered a decree pursuant to Section 18-802 of the Act, and such decree has become final.

The Members hereby agree that, notwithstanding any provision of the Act, the dissolution, retirement, resignation, expulsion or Bankruptcy of any Member as a Member or the transferees of either of them, shall not constitute a Dissolution Event or otherwise result in the dissolution of the Company and the Company shall not dissolve prior to the occurrence of a Dissolution Event.

(b) **Reconstitution.** If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then within ninety (90) days after such determination (the "**Reconstitution Period**"), the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. Unless such an election is made within the Reconstitution Period, the Company shall liquidate and wind up its affairs in accordance with Section 12.2. If such an election is made within the Reconstitution Period, then:

(i) The reconstituted limited liability company shall continue until the occurrence of a Dissolution Event as provided in Section 12.1 (a); and

(ii) Unless otherwise agreed to by all of the Members, the Certificate and this Agreement shall automatically constitute the Certificate and Agreement of such new Company. All of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed and transferred to the new Company. No bond, collateral, assumption or release of any Member's or the Company's liabilities shall be required;

provided that the right of the Members to select successor Managers and to reconstitute and continue the business of the Company shall not exist and may not be exercised unless the Company has received an opinion of counsel selected by AWP reasonably satisfactory to the Special Purpose Manager that the exercise of the right would not result in the loss of limited liability of any Member and neither the Company nor the reconstituted limited

liability company would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue and that none of the Members or their Affiliates would recognize gain or taxable income upon such reconstitution.

12.2 Winding Up.

Upon the occurrence of (i) a Dissolution Event or (ii) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event (unless the Company is reconstituted pursuant to Section 12.1 (b) hereof), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Manager or Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Managers and Members until such time as the Properties have been distributed pursuant to this Section 12.2 and the Certificate has been canceled pursuant to the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed within ninety (90) days of the occurrence of the Dissolution Event or within ninety (90) days after the last day on which the Company may be reconstituted pursuant to Section 12.1(b) hereof, as the case may be. The Liquidator shall take full account of the Company's liabilities and Properties and shall cause the Properties or the proceeds from the sale thereof (as determined pursuant to Section 12.10), to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Members and Managers who are creditors, including pursuant to Section 5.4, to the extent otherwise permitted by law) in satisfaction of all of the Company's Debts and other liabilities including any claims and obligations as required by Section 18-804(b) of the Act (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to Members and former Members under Section 18-601 or 18-604 of the Act;

(b) Second, to Members and former Members of the Company in satisfaction of liabilities for distribution under Sections 18-601 or 18-604 of the Act; and

(c) The balance, if any, to the Members in accordance with the positive balances in their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

No Member or Manager shall receive additional compensation for any services performed pursuant to this Article XII.

12.3 Alternative Methods of Distributions.

(a) In the discretion of the Liquidator, a pro rata portion of the distributions that may otherwise be made to the Members pursuant to this Article XII may be:

(i) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator subject to Section 12.2(a), in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 12.2; or

(ii) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise); provided that such withheld amounts shall be distributed to the Members as soon as practicable.

The portion of the distributions that would otherwise have been made to each Member that is instead withheld to provide a reserve pursuant to Section 12.3(a) shall be determined in the same manner as the expense or deduction would have been allocated if the Company had realized an expense equal to such amounts immediately prior to distributions being made pursuant to Section 12.2.

12.4 Rights of Members.

Except as otherwise provided in this Agreement, each Member shall look solely to the Properties of the Company for the return of its Capital Contribution. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contribution, the Members shall have no recourse against the Company or any other Member or Manager.

12.5 Notice of Dissolution/Termination.

(a) In the event a Dissolution Event occurs [or an event occurs that would, but for provisions of Section 12.1, result in a dissolution of the Company], the Manager shall, within thirty (30) days thereafter, provide written notice thereof to each Member and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Manager) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business (as determined in the discretion of the Manager).

(b) Upon completion of the distribution of the Company's Properties as provided in this Article XII, the Company shall be terminated, and the Liquidator shall

cause the filing of the Certificate of Cancellation pursuant to Section 18-203 of the Act and shall take all such other actions as may be necessary to terminate the Company.

12.6 Allocations During Period of Liquidation.

During the period commencing on the first day of the Allocation Year during which a Dissolution Event occurs and ending on the date on which all of the assets of the Company have been distributed to the Members pursuant to Section 12.2 (the "**Liquidation Period**"), the Members shall continue to share Profits, Losses, gain, loss and other items of Company income, gain, loss or deduction in the manner provided in Article III hereof but no distributions shall be made to the Members during such Liquidation Period other than in accordance with Section 12.2.

12.7 Character of Liquidating Distributions.

All payments made in liquidation of the interest of a Member in the Company shall be made in exchange for the interest of such Member in Properties pursuant to Section 736(b)(1) of the Code, including the interest of such Member in the goodwill of the Company.

12.8 The Liquidator.

(a) **Definition.** The "**Liquidator**" shall mean the Manager or if the Manager is unable or unwilling to assume the responsibilities of the Liquidator, then the Liquidator shall be a Person elected by the Members holding a majority of the Interest based on the balance of each Member's Capital Account as of the close of business the day before the day of determination.

(b) **Fees.** If the Liquidator is other than the Manager, the Company is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article XII and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

(c) **Indemnification.** Subject to Section 7.2, the Company shall indemnify, save harmless, and pay all judgments and claims against such Liquidator (other than the Manager which shall be indemnified under Section 7.1) or any officers, directors, agents or employees of such Liquidator relating to any Damages incurred by reason of any act performed or omitted to be performed by such Liquidator, or any officers, directors, agents or employees of such Liquidator in connection with the liquidation of the Company, including reasonable attorneys' fees incurred by such Liquidator, officer, director, agent or employee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, except to the extent

such liability or damage is caused by the fraud, intentional misconduct of, or a knowing violation of the laws by, such Liquidator which was material to the cause of action.

12.9 Form of Liquidating Distributions.

For purposes of making distributions required by Section 12.2 hereof, the Liquidator may determine whether to distribute all or any portion of the Properties in-kind or to sell all or any portion of the Properties and distribute the proceeds therefrom.

ARTICLE XIII

CERTAIN REPRESENTATIONS AND COVENANTS

Each Member and its Permitted Transferee represents and covenants to the Company and the other Members as follows:

13.1 The Member (A) is an "Accredited Investor", (B) is aware that the sale of the Interest to it is being made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act and (C) is acquiring the Interest for its own account by exercising its sole investment discretion. The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Interest, and the Member is able to bear the economic risk of its investment indefinitely.

13.2 The Member understands that the Interest is being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Interest has not been and will not be registered under the Securities Act, and, if in the future the Member decides to offer, resell, pledge or otherwise transfer the Interest, such Interest may be offered, resold, pledged or otherwise transferred only in accordance with the legend set forth on the cover of this Agreement. The Member acknowledges that no representation is made by the Company, other Members, the Manager or the Special Purpose Manager, as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Interest.

13.3 The Member understands that an investment in the Interest involves certain risks, including the risk of loss of a substantial part of its investment under certain circumstances. The Member has had access to such financial and other information concerning the Company, other Members, the Manager or the Special Purpose Manager, and the Interest as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Interest, including an opportunity to ask questions of and request information from the Company.

13.4 In connection with the purchase of the Interest: (i) none of the Company, other Members, the Manager or the Special Purpose Manager is acting as a fiduciary or financial or investment adviser for the Member; (ii) the Member is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company, other Members, the Manager or the Special Purpose Manager other than those set forth in this Agreement; (iii) none of the Company, other Members, the Manager or the Special Purpose Manager has given to the Member (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for the Interest; (iv) the Member has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the documentation for the Interest) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Company, other Members, the Manager or the Special Purpose Manager; (v) the Member is purchasing the Interest with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (vi) the Member is a sophisticated investor familiar with transactions similar to its investment in the Interest.

13.5 The Member understands that the Interest may not at any time be held by or on behalf of a Person that is not an "Accredited Investor."

13.6 The Member will not, at any time, offer to buy or offer to sell the Interest by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

ARTICLE XIV MISCELLANEOUS

14.1 Notices.

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes when the same is actually received, and shall be addressed as

follows, or to such other address as such Person may from time to time specify by notice to the Members and the Managers:

- (a) If to the Company, to the address determined pursuant to Section 1.4;
- (b) If to a Member, to the address set forth in Section 2.1; and
- (c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel

With copies to:

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller

14.2 Binding Effect.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Managers and Members and their respective successors, transferees and assigns.

14.3 Construction.

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member or Manager.

14.4 Headings.

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

14.5 Severability.

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of

this Section 13.5 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member or Manager to lose the material benefit of its economic bargain.

14.6 Incorporation by Reference.

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

14.7 Governing Law.

The laws of the State of Delaware without regard to its conflict of law principles shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

14.8 Waiver of Jury Trial.

Each of the Members irrevocably waives to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14.9 Counterpart Execution.

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and Managers had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.10 Specific Performance.

Each Member and Manager agrees with each Member and Manager that the Members and Managers would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members and Managers may be entitled, at law or in equity, the nonbreaching Members and Managers shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

14.11 Consent to Jurisdiction.

Each Member and Manager (i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any New York

State Court located in the Borough of Manhattan in New York City and of any appellate court from any thereof in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions.

14.12 Nature of Interest.

Each Member, the Manager and the Special Purpose Manager acknowledges and agrees that each Interest is a "security" governed by Article 8 of the UCC.

IN WITNESS WHEREOF, the parties have executed and entered into this Limited Liability Company Agreement of the Company as of the day first above set forth.

[signatures follow on separate pages]

American Ref-Fuel Company of Essex County,
as Member

By: /s/ William R. Reynolds
Name: William R. Reynolds
Title: Vice President-treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF E LEASING COMPANY, LLC.

Allied Waste North America, Inc., as Member

By: /s/ Steve Helms

Name: Steve Helms

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF E LEASING COMPANY, LLC AND IS EXECUTED BY THE PARTY NAMED ABOVE IN ITS CAPACITY AS A MEMBER.

Allied Waste North America, Inc.,
as Manager

By: /s/ Steve Helms

Name: Steve Helms

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF E LEASING COMPANY, LLC.

American Ref-Fuel Company of Essex County,
as Special Purpose Manager

By: /s/ William R. Reynolds
Name: William R. Reynolds
Title: Vice President-treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF E LEASING COMPANY, LLC.

**FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
E LEASING COMPANY, LLC**

THIS FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF E LEASING COMPANY, LLC (this "Amendment") is made and entered into effective as of May 1, 2002, by and between Allied Waste North America, Inc., a Delaware corporation ("Allied"), and BFI Energy Systems of Essex County, Inc., a New Jersey corporation ("BFI Essex").

RECITALS

WHEREAS, E Leasing Company, LLC (the "Company") was formed as a Delaware limited liability company upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware on December 14, 2000. The business and affairs of the Company, and the rights, privileges, duties, obligations and relationship of its Members are governed by that certain Limited Liability Company Agreement of E Leasing Company, LLC dated effective as of April 30, 2001 (the "Operating Agreement"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given those terms in the Operating Agreement;

WHEREAS, pursuant to a Permitted Transfer effective April 30, 2002, American Ref-Fuel Company of Essex County, a New Jersey general partnership ("Ref-Fuel Company"), transferred to BFI Essex all of its Interest in the Company, with BFI Essex thereby becoming a substituted Member with respect to such Interest; and

WHEREAS, the parties desire to amend certain provisions of the Operating Agreement as described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, received to the full satisfaction of each of them, the parties agree as follows:

AGREEMENT

1. Substituted Member. Each and every instance where the name "American Ref- Fuel Company of Essex County, a New Jersey general partnership" appears in the Operating Agreement is hereby amended to read "BFI Energy Systems of Essex County, Inc., a New Jersey corporation". Except as contained in Section 2.1 of the Operating Agreement, each and every instance where the name "American Ref-Fuel Company of Essex County" appears in the Operating Agreement is hereby amended to read "BFI Energy Systems of Essex County, Inc." Each and every instance where the defined term "Ref-Fuel Company" appears in the Operating Agreement is hereby amended to read "BFI Essex".

2. Amendment of Section 1.3(a). Section 1.3(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(a) The purposes of the Company are limited solely (i) to acquiring, owning,

leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise disposing of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, (ii) to lending Company funds, in excess of funds necessary to pay liabilities, to the Company's Affiliates on terms no less favorable to the Company than those that would have been entered into with unrelated third parties, (iii) to acquiring, owning, holding, investing, reinvesting, selling, encumbering and otherwise dealing with personal property of every kind and description, and (iv) to engaging in activities incidental to the purposes set forth in clauses (i), (ii) and (iii)."

3. Amendment of Section 1.10. Section 1.10 of the Operating Agreement is hereby amended as follows:

a. The definition of "Affiliate" is hereby amended in its entirety to read as follows:

"**Affiliate**" means, with respect to any Person, an "affiliate" within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended."

b. The definition of "Call Option" is hereby deleted in its entirety.

c. The definition of "Liquidation Period" is hereby amended in its entirety to read as follows:

"**Liquidation Period**" has the meaning set forth in Section 12.6."

d. The definition of "Liquidator" is hereby amended in its entirety to read as follows:

"**Liquidator**" has the meaning set forth in Section 12.8(a)."

e. The definition of "Put Option" is hereby deleted in its entirety.

f. The definition of "Redemption" is hereby deleted in its entirety.

g. The definition of "Responsible Administrative Officers" is hereby amended in its entirety to read as follows:

"**Responsible Administrative Officers**" has the meaning set forth in Section 5.4(c)."

h. The definition of "Responsible Participating Officers" is hereby amended in its entirety to read as follows:

"**Responsible Participating Officers**" has the meaning set forth in Section 5.4(c)."

4. Amendment of Section 2.1. A new footnote is hereby added to Section 2.1 of the Operating Agreement immediately following the reference to “American Ref-Fuel Company of Essex County,” which footnote shall read as follows:

“1 Pursuant to a Permitted Transfer effective as of April 30, 2002, American Ref-Fuel Company of Essex County, a New Jersey general partnership, transferred its entire Interest in the Company to BFI Energy Systems of Essex County, Inc. Concurrently with such Permitted Transfer, BFI Energy Systems of Essex County, Inc. was admitted as a substituted Member of the Company. The address of BFI Energy Systems of Essex County, Inc. is 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, Attention: General Counsel, Facsimile No.: (480) 627-2703.”

5. Amendment of Section 3.3(b). The reference to Section 3.3(a) in the last sentence of Section 3.3(b) of the Operating Agreement is hereby amended to read “Section 3.3(b)”.

6. Amendment of Section 3.3(c). The reference to Section 3.3(b) in the last sentence of Section 3.3(c) of the Operating Agreement is hereby amended to read “Section 3.3(c)”.

7. Amendment of Section 3.3(d). The two references to Section 3.3(c) in Section 3.3(d) of the Operating Agreement are each hereby amended to read “Section 3.3(d)”.

8. Amendment of last subsection of Section 3.3. The caption for the last subsection of Section 3.3 of the Operating Agreement is hereby amended to read “**(e) Gross Income Allocation.**” The two references to Section 3.3(d) in the last subsection of Section 3.3 of the Operating Agreement are each hereby amended to read “Section 3.3(e)”.

9. Amendment of Section 3.4. The first sentence of Section 3.4 of the Operating Agreement is hereby amended in its entirety to read as follows:

“The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c), 3.3(d) and 3.3(e) (the “**Regulatory Allocations**”) are intended to comply with certain requirements of the Regulations.”

10. Amendment of Section 3.5(a). Section 3.5(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder.”

11. Amendment of Section 4.1. Section 4.1 of the Operating Agreement is hereby amended in its entirety to read as follows:

“**4.1 Distributions.** The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree.”

12. Amendment of Section 5.4(a). Section 5.4(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) The Manager and Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (ii) causing the Company to pay its liabilities only from available assets of the Company, and (iii) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.”

13. Amendment of Section 5.4(e). Section 5.4(e) of the Operating Agreement is hereby amended in the entirety to read as follows:

“(e) [Intentionally deleted]”.

14. Amendment of Section 6.2(d). The reference to Section 6.3 in Section 6.2(d) of the Operating Agreement is hereby amended to read “Section 6.2”. The reference to Section 13.1 in Section 6.2(d) of the Operating Agreement is hereby amended to read “Section 14.1”.

15. Amendment of Section 6.9(b). Section 6.9(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) [Intentionally deleted]”.

16. Amendment of Section 6.9(j). Section 6.9(j) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(j) [Intentionally deleted]”.

17. Amendment of Section 8.2(b). Section 8.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) **Reports**. The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member such reports as any Member may reasonably request from time to time.”

18. Amendment of Section 8.3(a). The first sentence of Section 8.3(a) of the Operating Agreement is hereby amended to read as follows:

“The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes.”

19. Amendment of Section 10.2(b). Section 10.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) **BFI Essex**. Subject to the conditions and restrictions set forth in Section 10.3, BFI Essex and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) any of its Affiliates, or (b) any Person approved by all of the Members.”

20. Amendment of Section 10.2(c). Section 10.2(c) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(c) [Intentionally deleted]”.

21. Amendment of Section 10.3. The first paragraph of Section 10.3 of the Operating Agreement is hereby amended to read as follows:

“A Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:”

22. Amendment of Section 14.1. Clause (c) of Section 14.1 of the Operating Agreement is hereby amended to read as follows:

“(c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel”.

23. Amendment of Section 14.11. Clause (i) of Section 14.11 of the Operating Agreement is hereby amended to read as follows:

“(i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Arizona and any Arizona State Court located in Maricopa County, Arizona and of any appellate court from any thereof in any action arising out of this Agreement.”.

24. Effect of this Amendment. Except as expressly set forth in this Amendment, all other terms and provisions of the Operating Agreement remain in full force and effect.

25. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Allied Waste North America, Inc.

By: /s/ Donald W. Slager

Its: Vice President, Operations

BFI Energy Systems of Essex County, Inc.

By: /s/ Donald W. Slager

Its: President

Approved as to form:

/s/ Jo Lynn White

Jo Lynn White, Counsel

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received		(FOR BUREAU USE ONLY) FILED JUL 12 1994 Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau
JUL 12 1994		
Name	Silverman, Rodbard & Smith, P.C.	
Address	606 Comerica Building	
City	State	ZIP Code
	Kalamazoo, MI 49007	
		EFFECTIVE DATE:

DOCUMENT WILL BE RETURNED TO NAME AND ADDRESS INDICATED ABOVE

CORPORATE IDENTIFICATION NUMBER

1	4	0	—	2	5	7
---	---	---	---	---	---	---

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the incorporator to form a profit corporation under the Michigan Business Corporation Act (MBCA), Act 284, Public Acts of 1972 as amended:

ARTICLE I

The name of the corporation is EAGLE INDUSTRIES LEASING, INC.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the MBCA.

ARTICLE III

The total authorized shares is 60,000 shares of common stock. Each share is entitled to one vote on all matters submitted to the shareholders of the corporation, and each share shall have all of the same rights and preferences as each other share.

ARTICLE IV

The holders of common stock of the corporation shall have a preemptive right, granted on uniform terms and conditions prescribed by the board of directors to provide a fair and reasonable opportunity to exercise the right, to acquire proportional amounts of the corporation's unissued shares of common stock when the board decides to issue them. A

shareholder may waive his or her preemptive right. A waiver evidenced by a writing is irrevocable even though it is not supported by consideration.

There is no preemptive right with respect to:

1. shares issued as compensation to directors, officers, agents, or employees of the corporation, its subsidiaries, or affiliates;
2. shares issued to satisfy conversion or option rights created to provide compensation to directors, officers, agents, or employees of the corporation, its subsidiaries, or affiliates;
3. shares authorized in the articles that are issued within six months from the effective date of incorporation;
4. shares issued other than for money; or
5. shares of any class of capital stock of this corporation with preferential rights to distributions or assets unless the shares with preferential rights are convertible into or carry a right to subscribe for or acquire shares of common stock of the corporation.

Shares subject to preemptive rights that are not acquired by shareholders may be issued to any person for a period of one year after being offered to shareholders at a consideration set by the board that is not lower than the consideration set for the exercise of preemptive rights. An offer at a lower consideration or after the expiration of one year is subject to the shareholders' preemptive rights.

For purposes of Article IV, "shares" includes a security convertible into or carrying a right to subscribe for or acquire shares.

ARTICLE V

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director, provided that the foregoing shall not eliminate or limit the liability of a director for any of the following: (1) a breach of the director's duty of loyalty to the corporation or its shareholders; (2) acts or omissions not made in good faith or that involve intentional misconduct or a knowing violation of law; (3) a violation of §551(1) of the MBCA, MCLA 450.1551(1), MSA 21.200(551)(1); or (4) a transaction from which the director derived an improper personal benefit. If the MBCA is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained in these articles of incorporation, shall be eliminated or limited to the fullest extent permitted by the MBCA as so amended. No amendment or repeal of article V shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of any director occurring before the effective date of any such amendment or repeal.

ARTICLE VI

Any action required or permitted by the MBCA to be taken at an annual or special shareholders meeting may be taken without a meeting, without prior notice, and without a

vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares are entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, to its principal place of business, or to an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the corporate action taken without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

ARTICLE VII

The corporation shall not be subject to Chapter 7A, relating to certain business combinations, or to Chapter 7B, relating to control share acquisitions, of the MBCA as now in effect or later amended.

ARTICLE VIII

The address of the initial registered office is: **606 Comerica Building, Kalamazoo, Michigan 49007**. The name of the initial resident agent at the registered office is **Alan H. Silverman**.

ARTICLE IX

The name and address of the incorporator is: **Alan H. Silverman, 606 Comerica Building, Kalamazoo, Michigan 49007**.

ARTICLE X

These Articles of Incorporation shall be effective when filed.

Dated: 6/30/94

/s/ Alan H. Silverman
Alan H. Silverman

**AMENDED AND RESTATED BYLAWS
OF
EAGLE INDUSTRIES LEASING, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:00 PM 10/01/2008
FILED 06:42 PM 10/01/2008
SRV 081005434 - 4607547 FILE

CERTIFICATE OF INCORPORATION
OF
EAST CHICAGO COMPOST FACILITY, INC.

* * * * *

- 1. The name of the corporation is East Chicago Compost Facility, Inc. (the "Corporation").
- 2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.
- 3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
- 4. The Corporation shall have authority to issue one thousand (1,000) common shares, no par value.
- 5. The name and mailing address of the incorporator are as follows:

NAME
Jo Lynn White

MAILING ADDRESS
18500 North Allied Way
Phoenix, Arizona 85054

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

- 6. The initial Directors of the Corporation and their respective addresses are as follows:

NAME
Donald W. Slager

MAILING ADDRESS
18500 North Allied Way
Phoenix, AZ 85054

Michael S. Burnett

18500 North Allied Way
Phoenix, AZ 85054

Denise R. Danner

18500 North Allied Way
Phoenix, AZ 85054

- 7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 1st day of October, 2008.

/s/ Jo Lynn White

Jo Lynn White, Incorporator

**BYLAWS
OF
EAST CHICAGO COMPOST FACILITY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
ECDC ENVIRONMENTAL OF HUMBOLDT COUNTY, INC.**

1. The name of the Corporation is ECDC Environmental of Humboldt County, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Don Slager
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
-

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 1st day of April, 1998.

/s/ Steven M. Helm
Steven M. Helm, Incorporator

**BYLAWS
OF
ECDC ENVIRONMENTAL OF HUMBOLDT COUNTY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the

Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attached at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the

Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition

of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer

agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to

any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has

been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certify that the foregoing is a true and correct copy of the original as filed with me and is hereby certified to be a true and correct copy of the original as filed with me.
 31# DC 92
 AUG 12 2012
 G. R. Houten
 Director

**ARTICLES OF ORGANIZATION
OF ECDFP, L.C.**

The undersigned persons, acting as organizers and members of a limited liability company formed under the Utah Limited Liability Company Act, as codified at § 48-2b-101, et seq. of the Utah Code Ann., as amended to date, hereby adopt the following Articles of Organization for such company:

ARTICLE I

The name of the company is ECDFP, L.C.

ARTICLE II

The period of the company's duration shall commence on the date of the filing of these Articles of Organization with the Division of Corporations and Commercial Code for the State of Utah, and shall continue until December 31, 2020, unless terminated earlier upon the occurrence of any of the following events:

- (a) The written agreement of the greater of (i) the members of the company entitled to receive a majority of the profits of the company, except as otherwise provided in the operating agreement of the company, or (ii) the members necessary to not adversely affect, for federal income tax purposes, the classification of the company as other than an association taxable as a corporation; or
- (b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or upon the occurrence of any other event that terminates the continued eligibility for membership of a member in the company, unless the business of the

company is continued, within 90 days after the event of termination, pursuant to the affirmative vote of the lesser of (i) all of the remaining members, or (ii) such lesser percentage of the members as shall not adversely affect, for federal income tax purposes, the treatment of the company as other than an association taxable as a corporation; or

(c) When the company is not the successor limited liability company in any merger or consolidation of the two or more limited liability companies.

ARTICLE III

The purpose or purposes for which the company is organized are:

(a) To acquire, hold and operate assets utilized in the waste treatment, disposal or storage businesses.

(b) To lease, buy and hold, to sell, mortgage, exchange, assign and otherwise dispose of, to improve, manage, contain, conserve, and operate, and generally to trade and deal in and with, as principal or agent, and otherwise acquire, invest in or hold, improved and unimproved real and personal property and to do all things related thereto, including, but not limited to, acting as a joint venturer, limited or general partner in undertakings of all types.

(c) To acquire, own, operate and management, business ventures of all types, through the ownership of assets, equity or debt securities, joint venture interests, limited or general partnership interests, or other evidences of ownership.

(d) To act as consultant or advisor, and to furnish advice and counsel to individuals, corporations, partnerships and other entities in connection with the manufacture and sale of frozen yogurt and related products and in connection with the acquisition, ownership, management, development or operation of tangible or intangible property of all types.

(e) To engage in any and all other lawful acts that, presently or in the future, may legally be performed by a limited liability company organized under the laws of the State of Utah.

ARTICLE IV

The street address of the company's registered office in the State of Utah is 201 South Main Street, Suite 1800, Salt Lake City, Utah 84101. The name and street address of the company's initial registered agent at such address in the State of Utah is J. Gordon Hansen, 201 South Main Street, Suite 1800, Salt Lake City, Utah 84101. By signing below, the initial registered agent of the company acknowledges and accepts such position:

/s/ J. Gordon Hansen
J. GORDON HANSEN

ARTICLE V

The director of the Division of Corporations and Commercial Code for the State of Utah is appointed as the agent for service of process on behalf of the company if the agent specified in Article IV has resigned, such agent's authority has been revoked, or such agent cannot be found or served with the exercise of reasonable diligence.

ARTICLE VI

The company shall be managed by a board of managers, who will be named by the members, as set forth in the operating agreement for the company. The company's initial managers will serve until their successors are duly named. The initial manager, and their respective addresses, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
J. Gordon Hansen	201 South Main Street Suite 1800 Salt Lake City, UT 84101
Robert C. Delahunty	201 South Main Street Suite 1800 Salt Lake City, UT 84101

ARTICLE VII

The names and addresses of the organizers of the company are as follows:

<u>NAME</u>	<u>ADDRESS</u>
J. Gordon Hansen	201 South Main Street Suite 1800 Salt Lake City, Utah 84101
Robert C. Delahunty	210 South Main Street Suite 1800 Salt Lake City, Utah 84101

On this 31st day of December, 1992, the undersigned executed the foregoing Articles of Organization of ECDFP, L.C. and swear, under penalty of perjury, that the facts stated in such Articles are true.

ECDFP, L.C.

/s/ J. Gordon Hansen
J. GORDON HANSEN

/s/ Robert C. Delahunty
Robert C. Delahunty

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed
and approved on the 23rd day of March, 1999
in the office of this Division and hereby issue
this Certificate thereof.

Number UB Date 3-23-99



Korla T. Woods
KORLA T. WOODS
Business Director

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
ECDFP, L.C.**

These Amended and Restated Articles of Organization of ECDFP, L.C., completely restate, integrate and amend the Articles of Organization of ECDFP, L.C., as such Articles of Organization were originally filed with the Division of Corporations and Commercial Code of the Department of Commerce of the State of Utah on December 31, 1992. These Amended and Restated Articles of Organization of ECDFP, L.C. have been duly executed and filed in accordance with the requirements of § 48-2b-101, et seq., Utah Code Ann., as amended to date.

ARTICLE I

The name of the company is ECDFP, L.C.

ARTICLE II

The period of the company's duration shall commence on the date of the filing of the company's original Articles of Organization with the Division of Corporations and Commercial Code of the State of Utah, and shall continue until December 31, 2020, unless terminated earlier upon the occurrence of any of the following events:

(a) The written agreement of the greater of (i) the members of the company entitled to receive a majority of the profits of the company, except as otherwise provided in the operating agreement of the company, or (ii) the members necessary



to not adversely affect, for federal income tax purposes, the classification of the company as other than an association taxable as a corporation; or

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or upon the occurrence of any other event that terminates the continued eligibility for membership of a member in the company, unless the business of the company is continued, within 90 days after the event of termination, pursuant to the affirmative vote of the lesser of (i) all of the remaining members, or (ii) such lesser percentage of the members as shall not adversely affect, for federal income tax purposes, the treatment of the company as other than an association taxable as a corporation; or

(c) When the company is not the successor limited liability company in any merger or consolidation of two or more limited liability companies.

ARTICLE III

The purpose or purposes for which the company is organized are:

(a) To acquire, hold and operate assets utilized in the waste treatment, disposal or storage business.

(b) To lease, buy and hold, sell, mortgage, exchange, assign and otherwise dispose of, and to improve, manage, contain, conserve, operate, and generally to trade and deal in and with, as principal or agent, and to otherwise acquire, invest in or hold, improved and unimproved real and personal property and to do all

things related thereto, including, but not limited to, acting as a shareholder, joint venturer, or limited or general partner in undertakings of all types.

(c) To acquire, own, operate and manage business ventures of all types, through the ownership of assets, equity or debt securities, joint venture interests, limited or general partnership interests, or other evidences of ownership.

(d) To act as consultant or advisor, and to furnish advice and counsel to individuals, corporations, partnerships and other entities in connection with the acquisition, ownership, management, development or operation of businesses and of tangible or intangible property of all types.

(e) To engage in any and all other lawful acts that, presently or in the future, may legally be performed by a limited liability company organized under the laws of the State of Utah.

ARTICLE IV

The street address of the company's registered office in the State of Utah is 201 South Main Street, Suite 1800, Salt Lake City, Utah 84147-0848. The name and street address of the company's registered agent at such address in the State of Utah is J. Gordon Hansen, 201 South Main Street, Suite 1800, Salt Lake City, Utah 84147-0848. By signing below, the registered agent of the company acknowledges and accepts such position:

/s/ J. Gordon Hansen
J. GORDON HANSEN

ARTICLE V

The director of the Division of Corporations and Commercial Code for the State of Utah is appointed as the agent for service of process on behalf of the company if the agent specified in Article IV has resigned, such agent's authority has been revoked, or such agent cannot be found or served with the exercise of reasonable diligence.

ARTICLE VI

The company shall be managed by a board of managers, who will be named by the members, as set forth in the operating agreement for the company. The managers of the company, who will serve until their successors are duly named, and their respective addresses, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert S. Jackson	515 West Greens Road, Suite 500 Houston, Texas 77067
John R. Brooks	515 West Greens Road, Suite 500 Houston, Texas 77067

On this 23rd day of March, 1993, the undersigned, acting in their capacities as the initial managers of the company as named in the company's original Articles of Organization, have executed these Amended and Restated Articles of Organization of ECDFP, L.C.

and swear, under penalty of perjury, that the facts stated in such Amended and Restated Articles of Organization are true.

/s/ J. Gordon Hansen
J. GORDON HANSEN

/s/ Robert C. Delahunty
ROBERT C. DELAHUNTY

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I Herby certify that the foregoing has been filed
and approved on the 21st day of April, 1993
in the office of this Division and hereby issue
this Certificate thereof.

Examiner JG Date 4/21/93



Karla S. Woods
KARLA T. WOODS
Division Director

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
ECDC ENVIRONMENTAL, L.C.,
FORMERLY ECDFF, L.C.**

These Amended and Restated Articles of Organization of ECDC Environmental, L.C., completely restate, integrate and amend the Articles of Organization of ECDFF, L.C., as such Articles of Organization were originally filed with the Division of Corporations and Commercial Code of the Department of Commerce of the State of Utah on December 31, 1992. These Amended and Restated Articles of Organization of ECDFF, L.C. have been duly executed and filed in accordance with the requirements of § 48-2b-101, et seq., Utah Code Ann., as amended to date.

ARTICLE I

The name of the company is ECDC Environmental, L.C.

ARTICLE II

The period of the company's duration shall commence on the date of the filing of the company's original Articles of Organization with the Division of Corporations and Commercial Code of the State of Utah, and shall continue until December 31, 2020, unless terminated earlier upon the occurrence of any of the following events:

- (a) The written agreement of the greater of (i) the members of the company entitled to receive a majority of the profits of the company, except as otherwise provided in the operating agreement of the company, or (ii) the members necessary

to not adversely affect, for federal income tax purposes, the classification of the company as other than an association taxable as a corporation; or

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or upon the occurrence of any other event that terminates the continued eligibility for membership of a member in the company, unless the business of the company is continued, within 90 days after the event of termination, pursuant to the affirmative vote of the lesser of (i) all of the remaining members, or (ii) such lesser percentage of the members as shall not adversely affect, for federal income tax purposes, the treatment of the company as other than an association taxable as a corporation; or

(c) When the company is not the successor limited liability company in any merger or consolidation of two or more limited liability companies.

ARTICLE III

The purpose or purposes for which the company is organized are:

(a) To acquire, hold and operate assets utilized in the waste treatment, disposal or storage business.

(b) To lease, buy and hold, sell, mortgage, exchange, assign and otherwise dispose of, and to improve, manage, contain, conserve, operate, and generally to trade and deal in and with, as principal or agent, and to otherwise acquire, invest in or hold, improved and unimproved real and personal property and to do all

things related thereto, including, but not limited to, acting as a shareholder, joint venturer, or limited or general partner in undertakings of all types.

(c) To acquire, own, operate and manage business ventures of all types, through the ownership of assets, equity or debt securities, joint venture interests, limited or general partnership interests, or other evidences of ownership.

(d) To act as consultant or advisor, and to furnish advice and counsel to individuals, corporations, partnerships and other entities in connection with the acquisition, ownership, management, development or operation of businesses and of tangible or intangible property of all types.

(e) To engage in any and all other lawful acts that, presently or in the future, may legally be performed by a limited liability company organized under the laws of the State of Utah.

ARTICLE IV

The street address of the company's registered office in the State of Utah is 201 South Main Street, Suite 1800, Salt Lake City, Utah 84147-0848. The name and street address of the company's registered agent at such address in the State of Utah is J. Gordon Hansen, 201 South Main Street, Suite 1800, Salt Lake City, Utah 84147-0848. By signing below, the registered agent of the company acknowledges and accepts such position:

/s/ J. Gordon Hansen
J. GORDON HANSEN

ARTICLE V

The director of the Division of Corporations and Commercial Code for the State of Utah is appointed as the agent for service of process on behalf of the company if the agent specified in Article IV has resigned, such agent's authority has been revoked, or such agent cannot be found or served with the exercise of reasonable diligence.

ARTICLE VI

The company shall be managed by a board of managers, who will be named by the members, as set forth in the operating agreement for the company. The managers of the company, who will serve until their successors are duly named, and their respective addresses, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert S. Jackson	515 West Greens Road, Suite 500 Houston, Texas 77067
John R. Brooks	515 West Greens Road, Suite 500 Houston, Texas 77067
R. Steve Creamer	60 South 600 East, Suite 150 Salt Lake City, Utah 84102
Douglas S. Foxley	60 South 600 East, Suite 150 Salt Lake City, Utah 84102

On this 13th day of April, 1993, the undersigned, acting in its capacity as a member of the company, has executed these Amended and Restated Articles of Organization of ECDC Environmental, L.C. and swears, under penalty of perjury, that the

facts stated in such Amended and Restated Articles of Organization are true.

RACT, INC.

By: /s/ R. Steve Creamer

Print-Name: R. Steve Creamer

Its: [ILLEGIBLE]

EXPEDITE
AMENDED AND RESTATED ARTICLES OF ORGANIZATION
ECDC ENVIRONMENTAL, L.C.

Pursuant to Utah Code Ann. § 48-2b-136, these Amended and Restated Articles of Organization for ECDC Environmental, L.C., a Utah limited liability company, are hereby duly executed and filed:

1. Name. The name of the limited liability company formed by this instrument is "ECDC Environmental, L.C."
2. Duration. The latest date upon which the limited liability company is to dissolve is December 31, 2050.
3. Business Purpose. The business purpose of the Corporation is to engage in any lawful act or activity for which limited liability companies may be organized under the laws of the State of Utah.
4. Registered Office. The address of the limited liability company's registered office in Utah is 970 East Murray-Holladay Road, Suite 18, Salt Lake City, Utah 84117.
5. Registered Agent. The name and business address of the registered agent of the limited liability company in Utah are CT Corporation System, 50 West Broadway, Salt Lake City, Utah 84101.
6. Management. Management of the limited liability company is vested in its member.
7. Name and Address of Member. The name and address of the limited liability company's sole member are ECDC Holdings, Inc., 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

Dated as of December 19, 1997.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I Hereby certify that the foregoing has been filed and approved on the 23 day of [ILLEGIBLE] 1998 in the office of this Division and hereby issue this Certificate thereof.

Examiner [ILLEGIBLE] Date 2/24/98

ECDC Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager,
Executive Vice President



/s/ Korla T. Woods
KORLA T. WOODS

Division Director

**AMENDED AND RESTATED OPERATING AGREEMENT
OF ECDC ENVIRONMENTAL, L.C.**

This Amended and Restated Operating Agreement (the "Agreement") of ECDC Environmental, L.C. (the "Company") is executed as of December 19, 1997, by ECDC Holdings, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is ECDC Environmental, L.C. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills and providing waste transportation services, and to engage in any other activity permitted under Utah law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Utah shall be 970 East Murray-Holladay Road, Suite 1B, Salt Lake City, Utah 84117. The registered office may be changed to any other place within the State of Utah upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Utah are CT Corporation System, 50 West Broadway, Salt Lake City, Utah 84101. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: ECDC Holdings, Inc., a Delaware corporation, 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be

otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the

faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) December 31, 2050;

- (b) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (c) The election by the Member to dissolve the Company; or
- (d) The entry of a decree of dissolution under § 48-2b-142 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Utah Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Utah Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Utah shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Utah Limited Liability Company Act, as set forth in Utah Code Ann. Tit. 48, § 48-2b-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means ECDC Holdings, Inc.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

ECDC Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: Executive Vice President

EXHIBIT A

Name and Address of Member

ECDC Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

\$ _____

Percentage
Interest

100%

**CERTIFICATE OF INCORPORATION
OF
ECDC HOLDINGS, INC.**

1. The name of the Corporation is ECDC Holdings, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

James Eng
G. Thomas Rochford, Jr.
Don Slager
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
-

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 19th day of November, 1997.

/s/ Steven M. Helm

Steven M. Helm, Incorporator

**BYLAWS
OF
ECDC HOLDINGS, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee

by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with attendance at Board stockholder meetings, and shall receive such other compensation as determined by the stockholders from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate

funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the

name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court

shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking

indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated

to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Form 207 (revised 5/01)	 Certificate of Limited Partnership Pursuant to Article 6132a-1	This space reserved for office use. FILED In the Office of the Secretary of State of Texas NOV 21 2002 Corporations Section
Return in Duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$750		

1. Name of Limited Partnership			
The name of the limited partnership is as set forth below:			
EL CENTRO LANDFILL, L.P.			
<small>The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," or "Ltd." as the last words or letters of its name. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.</small>			
2. Principal Office			
The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:			
Address: 300 E. Mallard Drive, Suite 300			
City	State	Zip Code	Country
Boise	Idaho	83706	USA
3. Registered Agent and Registered Office			
<input checked="" type="checkbox"/> A. The initial registered agent is a corporation by the name set forth below:			
OR	CT Corporation System		
<input type="checkbox"/> B. The initial registered agent is an individual resident of the state whose name is set forth below:			
First Name	Middle Initial	Last Name	Suffix
C. The business address of the registered agent and the registered office address is:			
Street Address	City	TX	Zip Code
350 N. St. Paul St.	Dallas		75201
4. General Partner Information			
The name, mailing address, and the street address of the business or residence of each general partner is as follows:			
Legal Entity: The general partner is a legal entity named:			
American Ecology Services Corporation			
Individual: The general partner is an individual whose name is set forth below:			
First Name	M.I.	Last Name	Suffix

MAILING ADDRESS OF GENERAL PARTNER 1			
Mailing Address	City	State	Zip Code
300 E. Mallard, #300	Boise	Idaho	83702

STREET ADDRESS OF GENERAL PARTNER 1			
Street Address	City	State	Zip Code
300 E. Mallard, #300	Boise	Idaho	83702

Legal Entity: The general partner is a legal entity named:

Individual: The general partner is an individual whose name is set forth below:

Partner 2—First Name	M.I.	Last Name	Suffix

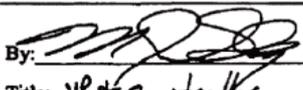
MAILING ADDRESS OF GENERAL PARTNER 2			
Mailing Address	City	State	Zip Code

STREET ADDRESS OF GENERAL PARTNER 2			
Street Address	City	State	Zip Code

Supplemental Information
Text Area:
[The attached addendum are incorporated herein by reference.]

Effective Date of Filing
<input checked="" type="checkbox"/> A. This document will become effective when the document is filed by the secretary of state.
OR
<input type="checkbox"/> B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is _____

Execution
The undersigned sign this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

Name	Name
American Ecology Services Corp.	
By: 	
Title: VP + Controller	
MICHAEL GILBERG	
Signature of General Partner 1	Signature of General Partner 2

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
EL CENTRO LANDFILL, L.P.

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is El Centro Landfill, L.P.
2. The certificate of limited partnership is amended as follows:

Section 4 of the Certificate of Limited Partnership is amended to read:

4. General Partner Information: The name, mailing address, and street address of the business of the general partner is: Allied Waste Landfill Holdings, Inc., 15880 N. Greenway-Hayden Loop, #100, Scottsdale, Arizona 85260.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 3rd day of October, 2005.

EL CENTRO LANDFILL, L.P.

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation, its general partner

/s/ Jo Lynn White

Jo Lynn White, Secretary

**AMENDED AND RESTATED
PARTNERSHIP AGREEMENT OF
EL CENTRO LANDFILL, L.P.**

This Amended and Restated Partnership Agreement is entered into as of August 31, 2009, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the terms and conditions set forth in this Agreement. This Agreement supersedes, replaces in its entirety and more fully set forth the partnership agreement in effect prior to the effectiveness hereof between the Partners.

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 below.

1.2 **Formation.** The Partnership was formed as a Texas Limited Partnership upon the filing of its certificate of limited partnership with the Texas Secretary of State on November 21, 2002. The Partners hereby agree to continue the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is El Centro Landfill, L.P. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Texas law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Texas shall be C T Corporation System, 350 North St. Paul Street, Dallas, County of Dallas. The registered office may be changed to any other place within the State of Texas by the General Partner, upon written notice to the Limited Partners. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Texas are C T Corporation System, 350 North St. Paul Street, Dallas, Texas 75201. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership commenced on November 21, 2002, the date on which the Partnership's certificate of limited partnership was filed with the Texas Secretary of State, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the Partnership's certificate of limited partnership

as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Texas. The Partners hereby authorize the General Partner to elect to become a registered limited liability partnership if, on the General Partner's direction, the General Partner determines it is appropriate to do so.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The General Partner acquired its interest in the Partnership by acquiring all of the Partnership interest then held by American Ecology Services Corporation, a Delaware corporation, and the Limited Partner acquired its interest in the Partnership by acquiring all of the Partnership interest then held by Texas Ecologists, Inc., a Texas corporation. In conjunction with such acquisitions, each Partner received (a) a credit to its Capital Account equal to the value of its acquisition, and (b) a Percentage Interest in the Partnership, as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, unless such Partner agrees in writing to do so.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. During any period in which the Partnership is also a registered limited liability partnership, no Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership, except as specifically provided in the Act. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 below, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 below, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4 above, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. To the fullest extent permitted by law, the Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the other Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 below. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of this Section 8 (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 below, such Person:

(a) shall be an assignee of a Partner's interest, as provided in the Act;

(b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 **Substituted Limited Partners.** No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 **Cessation.** A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the other Partners.

9.2 **Right of Remaining General Partners to Continue Partnership.** If any Person ceases to be a General Partner pursuant to [Section 9.1](#) above, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 **Election of New General Partner.** In the event any Person ceases to be a General Partner pursuant to [Section 9.1](#) above, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 **Dissolution.** The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to [Section 9.2](#) above in the event any Person ceases to be a General Partner pursuant to [Section 9.1](#) above; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 above, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 above and no Person named as a successor General Partner in Section 9.3 is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or the Limited Partners, by majority vote, if there is no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1 above.

Notwithstanding anything in Section 3 to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Texas Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 above, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the

Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 above.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Texas Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Texas Revised Limited Partnership Act, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 “Agreement” means this Amended and Restated Partnership Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

12.3 “Capital Account” means the capital account maintained for each Partner in accordance with [Section 3.4](#).

12.4 “Capital Contribution” means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 “General Partner” means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on [Exhibit A](#) to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. “General Partners” means all such Persons.

12.7 “Limited Partner” means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on [Exhibit A](#) to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. “Limited Partners” means all such Persons.

12.8 “Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 “Partners” means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. “Partner” means any one of the Partners.

12.10 “Partnership” means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 “Percentage Interest” means, with respect to each Partner, a Partner’s interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on [Exhibit A](#) hereto.

12.12 “Person” means any individual, partnership, limited partnership, corporation, limited liability company, trust, or other legal entity.

12.13 “Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in

accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Name: Donald W. Slager
Its: President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Name: Donald W. Slager
Its: President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution by Acquisition</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 18500 North Allied Way Phoenix, AZ 85054	\$10.00	1%
Limited Partner: Allied Waste Systems Holdings, Inc. 18500 North Allied Way Phoenix, AZ 85054	\$990.00	99%

ENDORSED — FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

APR 11 2000

BILL JONES, SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
ELDER CREEK TRANSFER & RECOVERY, INC.**

* * * * *

FIRST: That the name of the corporation is Elder Creek Transfer & Recovery, Inc.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

THIRD: The name of this corporation's initial agent for service of process in the State of California is :

C T CORPORATION SYSTEM

FOURTH: The total number of shares which the corporation is authorized to issue is one thousand (1,000) of the par value of one cent (\$0.01) each.

FIFTH: The personal liability of a director for monetary damages in an action brought by or in the right of the corporation for breach shall be eliminated to the fullest extent permissible under California law.

SIXTH: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law. The corporation is authorized to provide indemnification of agents (as defined in Section 317) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of that expressly permitted by Section 317 for those agents of the corporation for breach of duty to the corporation and its stockholders, subject to limitations set forth in Section 204.

IN WITNESS WHEREOF, the undersigned have executed these Articles this 7th day of April, 2000.

/s/ Donald W. Slager

Donald W. Slager, Incorporator



* * * * *
STATEMENT
OF
SOLE INCORPORATOR
OF
ELDER CREEK TRANSFER & RECOVERY, INC.
* * * * *

The articles of incorporation of this corporation having been filed in the office of the Secretary of State of California, the undersigned, being the sole incorporator named in said articles, does hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

1. The following persons were elected as directors to hold office until the first annual meeting of stockholders or until their respective successors are duly elected and qualified:

James Eng
Donald W. Slager
G. Thomas Rochford, Jr.

2. The board of directors was authorized, in its discretion, to issue the shares of the capital stock of this corporation to the full amount or number of shares authorized by the articles of incorporation, in such amounts and for such consideration as from time to time shall be determined by the board of directors and as may be permitted by law.

Dated: April 11, 2000.

/s/ Donald W. Slager _____
Donald W. Slager
Sole Incorporator

**BYLAWS
OF
ELDER CREEK TRANSFER & RECOVERY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ELLIS COUNTY LANDFILL TX, L P

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Ellis County Landfill TX, L P"

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Ellis County Landfill TX, L P as of June 6, 1997.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
General Partner

By: /s/ Steven M. Helm
Its V.P. Legal
Steven M. Helm

ELLIS COUNTY LANDFILL TX, L L C
15880 N. Greenway-Hayden Loop, Suite #100
Scottsdale, Arizona 85260

Delaware Secretary of State
P.O. Box 898
Dover, Delaware 19903

Re: Consent to Use Name

To Whom It May Concern:

The undersigned hereby authorizes use of the name "Ellis County Landfill TX, LP" with regard to the formation of Ellis County Landfill TX, LP, a Delaware limited partnership.

Very truly yours,

ELLIS COUNTY LANDFILL TX, LLC

By: Allied Waste North America, Inc.,
a Delaware corporation, Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President-Legal

STATE OF DELAWARE
AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP

The undersigned, desiring to amend the Certificate of Limited Partnership pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Ellis County Landfill TX, LP.

SECOND: Article III of the Certificate of Limited Partnership shall be amended as follows:

The name and mailing address of the general partner(s) is as follows:

Name
Allied Waste Landfill Holdings, Inc.

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

THIRD: Article IV of the Certificate of Limited Partnership shall be added as follows:

The name and mailing address of the Limited Partnership is as follows:

Name
Ellis County Landfill TX, LP

Mailing Address
18500 North Allied Way
Phoenix, Arizona 85054

IN WITNESS WHEREOF, the undersigned executed this Amendment to the certificate of Limited Partnership on this 17th day of November, A.D. 2006.

/s/ : Ryan N. Kenigsberg
Ryan N. Kenigsberg, Vice President

By: Allied Waste Landfill Holdings, Inc., its General Partner

**AGREEMENT OF LIMITED PARTNERSHIP OF
ELLIS COUNTY LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of June 6, 1997, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Ellis County Landfill TX, LLC, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in **Section 12** hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Ellis County Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

- (i) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to

the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 **Partner Loans.** Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 **Net Cash Flow.** Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 **Allocations of Profits and Losses.** Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 **Capital Accounts.** A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 **Authority of the General Partner.** The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The

officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered

personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann. Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in [Section 8.3](#).

12.16 "Transfer" has the meaning given that term in [Section 8.1](#) hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Heim

Its: V.P. Legal

Ellis County Landfill TX, LLC,
a Delaware limited liability company,

By: /s/ Steven M. Heim

Its: Secretary

EXHIBIT A

Names and Addresses of Partners:

	Initial Capital Contribution	Percentage Interest
<u>General Partner:</u> Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ _____	1%
 <u>Limited Partner:</u> Ellis County Landfill TX, LLC 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	 \$ _____	 99%

**CONSENT IN LIEU OF MEETING OF THE GENERAL PARTNER OF
ELLIS COUNTY LANDFILL TX, LP**

The undersigned, being the general partner of Ellis County Landfill TX, LP, a Delaware limited partnership (the "Partnership"), hereby adopts by this unanimous written consent the following resolutions with the same force and effect as if they were unanimously adopted at a duly convened meeting of the Partnership's general partner:

I. RECITALS

WHEREAS, the Partnership desires to acquire certain operations of USA Waste of Texas, Inc. ("USA"), pursuant to that certain Purchase and Sale of Assets Agreement, dated March 7, 1997, as amended, among Ellis County Landfill TX, LP, Laidlaw Waste Systems, Inc., USA Waste of Texas, Inc. and USA Waste Services, Inc. (the "Agreement");

WHEREAS, the Partnership, desires to approve, authorize and direct certain actions to be taken relating to the Agreement and the other transactions contemplated thereby.

II. APPROVAL OF AGREEMENTS

NOW, THEREFORE, BE IT RESOLVED, that the Partnership hereby adopts and approves the purchase and sale transactions contemplated by the Agreement and the terms and provisions of the Agreement, believing that the terms thereof are fair to, and in the best interest of, the Partnership; and

FURTHER RESOLVED, that the President, Secretary and any Vice President of the general partner of the Partnership, and each of them acting alone (each an "Authorized Officer"), hereby are authorized and directed to execute and deliver in the name and on behalf of the Partnership, and to cause the Partnership to perform its obligations under, the Agreement, and such other agreements and documents as are contemplated thereby, with such changes therein and additions thereto as any Authorized Officer may approve or deem to be necessary, appropriate or advisable, the execution thereof by such officer to be conclusive evidence of the approval by him of such changes and additions, and to perform all other acts that may be necessary in connection therewith.

III. MISCELLANEOUS MATTERS

NOW, THEREFORE, BE IT RESOLVED, that all actions heretofore taken on behalf of the Partnership by any officer of the general partner of the Partnership in connection with any of the foregoing matters are ratified and confirmed in all particulars as the acts of the Partnership; and

FURTHER RESOLVED, that the Partnership unanimously adopts and approves any and all additional resolutions necessary or desirable to implement and effect the transactions

contemplated by the Agreement or by the foregoing resolutions, such resolutions to be in a form and content prepared and filed by any Authorized Officer with these resolutions; and

FURTHER RESOLVED, that the Authorized Officers, and each of them acting alone, hereby are authorized and directed, in the name and on behalf of the Partnership, to take all action, including, without limitation, seeking all requisite consents and approvals, if any, from third parties or under federal, state and foreign law as any of such Authorized Officers considers necessary or advisable to effectuate each of the foregoing resolutions and to carry out the purposes thereof or otherwise to effectuate any transactions contemplated by the Agreement, the taking of any such action and the execution of any such agreement, instrument or document by such officer conclusively to evidence the due authorization thereof by the Partnership; and

FURTHER RESOLVED, that the Authorized Officers, and each of them acting alone, hereby are authorized and directed, in the name and on behalf of the Partnership, to take or cause to be taken any and all further actions and to execute and deliver, or cause to be executed and delivered, all such further agreements, and such further documents, certificates, applications, notices, and undertakings, and to incur all such fees and expenses, as in their judgment shall be necessary, appropriate or advisable to carry into effect the purpose and intent of the foregoing resolutions.

Dated this 17th day of June, 1997.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Larry D. Henk

Its: President

**FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF
ELLIS COUNTY LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Ellis County Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 1998, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH") and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH")(collectively, the "Partners").

RECITALS

A. Ellis County Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on June 6, 1997, and the related Limited Partnership Agreement of Ellis County Landfill TX, LP, dated as of June 6, 1997 (the "Agreement") between AWLH and Ellis County Landfill TX, LLC, a Delaware limited liability company ("ELLIS"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an Agreement and Plan of Merger between AWSH and ELLIS, among others, dated December 29, 1998, ELLIS merged with and into AWSH, resulting in a transfer by operation of law of ELLIS's interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the merger and the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of ELLIS's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.

2. Acceptance. AWSH hereby acknowledges the assumption of all of ELLIS's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ D. W. Slager,
D. W. Slager, President

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Michael E. Hannon
Michael E. Hannon
Vice President

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**CERTIFICATE OF FORMATION
ELLIS SCOTT LANDFILL MO, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Ellis Scott Landfill MO, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 4th day of June, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Member

By: /s/ Steven M. Helm

Its: Vice President - Legal

**OPERATING AGREEMENT OF
ELLIS SCOTT LANDFILL MO, LLC**

This Operating Agreement is entered into as of June 5, 1997 by and between Allied Waste North America, Inc., a Delaware corporation ("N.A.") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("Holdings"), each individually referred to herein as a "Member," and collectively as "Members."

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 9.12 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is ELLIS SCOTT LANDFILL MO, LLC. The name of the Company may be changed upon the consent of the Members.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Members. The Company may maintain a registered office in any state within which it does business at any location approved by the Members.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Members.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Members shall cause a Certificate of Formation to be filed in the State of Delaware. The Members shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Members in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Members in accordance with this Agreement, any Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The name, address and Percentage Interest of each Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Members. The Members shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Member shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Company as set forth on Exhibit A.

2.3 Additional Capital Contributions. No Member shall be obligated to make additional Capital Contributions to the Company, except upon the unanimous written consent of the Members.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the other Member. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) Liability of Members. No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make their Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require any Member to solicit or demand Capital Contributions from any other Member.

(d) Withdrawal. Except as provided in Section 7 hereof, no Member may voluntarily or involuntarily withdraw from the Company or terminate its interest therein without the prior written consent of the other Member. Any Member who withdraws from the Company in breach of this Section 2.4(d):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Company, on the same basis as if the Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4(d) shall be in lieu of any right the withdrawn member may have under Section 18-604 of the Act to receive a distribution or payment of the fair value of its interest in the Company.

2.5 Member Loans. Upon the approval of the Members, any Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Members. No Member shall be required to make a Member Loan unless such Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Members in proportion to their Percentage Interests, at such times as may be determined by the Members.

SECTION 4. ALLOCATIONS

4.1 Capital Accounts. A capital account shall be maintained for each Member in accordance with the Regulations, under uniform policies established by the Members.

4.2 Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

SECTION 5. MANAGEMENT

5.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Members under this Agreement, shall be made or taken upon concurrence of a Majority in Interest of the Members. The Members shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company. Any party dealing with the Company shall be permitted to rely absolutely on the signature of any Member as binding on the Company, without any duty of further inquiry regarding any approval of the Members required under this Agreement.

5.2 Delegation of Authority to Officers. The Members may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions duly adopted by the Members on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Members deem appropriate. The officers of the Company will be entitled to such compensation for their services as the Members may reasonably determine from time to time.

5.3 Communications. The Members shall promptly advise and inform each other of any transaction, notice, event or proposal directly relating to the management and operation of the Company or to its assets which does or could materially affect, either adversely or favorably, the Company, its business or its assets.

5.4 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Members and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. Each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents.

6.2 Tax Matters. N.A. is hereby appointed on behalf of the Company as the "tax matters partner" under the Code.

SECTION 7. TRANSFER OF COMPANY INTERESTS; NEW MEMBERS

7.1 General. No Member shall sell, assign, pledge, hypothecate, encumber or

otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Company without the consent of the other Member. A transferee of a Member's interest in the Company will be admitted as a Substituted Member only pursuant to Section 7.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 7 shall be void and shall not cause or constitute a dissolution of the Company.

7.2 Assignee of Member's Interest. If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 7.1 hereof (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 7.3 hereof, such Person:

- (a) shall be treated as an assignee of a Member's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Company with respect to the transferred interest, on the same basis as the transferring Member.

7.3 Substituted Members. No Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a "Substituted Member") without the written consent of all Members, which consent may be withheld or granted in the sole and absolute discretion of each Member.

SECTION 8. DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
 - (b) The unanimous election by the Members to dissolve the Company;
 - (c) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any member (a "Dissolution Event") if within 90 days after the occurrence of any such Dissolution Event, a Majority in Interest of the remaining Members affirmatively elects not to continue the Company; or
 - (d) The entry of a decree of dissolution under Section 18-802 of the Act.
-

8.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 8.1 hereof, the remaining Member(s) may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the remaining Member(s), or court-appointed trustee, if there are no remaining Members, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Members in satisfaction of any Member Loans which have not been satisfied pursuant to Section 8.2(b)(i); and

(iii) To the Members in accordance with Section 3.

Notwithstanding anything in Section 4 hereof to the contrary, any Profits, Losses and items thereof of the Company for the taxable year in which the liquidation of the Company occurs shall be allocated among the Members so as to adjust the Capital Accounts of the Members as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 8.

8.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of cancellation shall be executed and filed by the Members with the Delaware Secretary of State.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any notice, payment, demand or communication required or permitted

to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Company, to the Company at the address set forth in Section 1.6 hereof, or to such other address as the Company may from time to time specify by notice to the Members in accordance with this Section 9.1, or, if to a Member, to such Member at the address for such Member set forth on Exhibit A to this Agreement, or to such other address as the Member may from time to time specify by notice to the Company and the other Members in accordance with this Section 9.1. Any such notice shall be effective upon actual receipt thereof.

9.2 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 9.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 7 hereof.

9.3 **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

9.4 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.5 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.6 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

9.7 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

9.8 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Members.

9.9 **Waiver of Action for Partition.** Each of the Members waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

9.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any Member may take and all determinations which any Member may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Member.

9.12 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means the capital account maintained for each Member in accordance with Section 4.1 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Majority in Interest of the Members” means Members owning a simple majority of the Percentage Interests in the Company held by all Members.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Members” refers collectively to all

Persons who are designated as a "Member" pursuant to this definition.

"Net Cash Flow" means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as reasonably determined by the Members.

"Percentage Interest" means a Member's interest, expressed as a percentage, in Profits, Losses, and distributions of the Company as provided for in this Agreement. The Members' Percentage Interests are set forth opposite their names on Exhibit A hereto.

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Members to comply with the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Substituted Member" has the meaning given that term in Section 7.3 hereof.

"Transfer" has the meaning given that term in Section 7.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: V. P. Legal

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Secretary

EXHIBIT A

Names and Addresses of Members

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$ _____

Percentage
Interest
99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$ _____

1%

FILED
1991 JAN - 8 AM 9:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
ENVIROCYCLE, INC.

ARTICLE I — NAME

The name of this corporation is ENVIROCYCLE, INC.

ARTICLE II — PURPOSE

The corporation shall be authorized to transact all legal business of any nature.

ARTICLE III — CAPITAL STOCK

The capital stock authorized, the par value thereof, and the class of such stock shall be as follows:

Number of Shares Authorized	Par Value Per Share	Class of Stock
1,000	1.00	Common

ARTICLE IV — PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his prorata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE V — INITIAL REGISTERED
OFFICE AND AGENT

The street address of the initial principal and mailing office of this corporation is:

200 E. Las Olas Boulevard
Suite 1420
Fort Lauderdale, Florida 33301

and the name and address of the initial registered agent of this corporation is:

Name
Peter Wright

Address
200 E. Las Olas Boulevard
Suite 1420
Fort Lauderdale, Florida 33301

ARTICLE VI — COMMENCEMENT

This corporation shall commence on the date on which these Articles are filed with the Secretary of State.

ARTICLE VII — INITIAL
BOARD OF DIRECTORS

This corporation shall have one director initially. The number of directors may be either increased or diminished from time to time by the By-Laws, but shall never be less than one. The name and address of the initial director of this corporation is:

Name
Peter Wright

Address
200 E. Las Olas Boulevard
Suite 1420
Fort Lauderdale, Florida 33301

ARTICLE VIII — INCORPORATOR

The name and address of the person signing these Articles of Incorporation is:

Name
Peter Wright

Address
200 E. Las Olas Boulevard
Suite 1420
Fort Lauderdale, Florida 33301

ARTICLE IX — BY-LAWS

The power to alter, amend or repeal By-Laws shall be vested in the Board of Directors and the shareholders.

ARTICLE X — INDEMNIFICATION

The corporation shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted by law.

ARTICLE XI — AMENDMENT

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 19 day of December, 1990.

/s/ Peter Wright
Subscriber, Director, and Registered Agent

STATE OF FLORIDA)
) SS.
COUNTY OF [ILLEGIBLE])

BEFORE ME, the undersigned authority, authorized to take acknowledgments in the State and County set forth above, personally appeared Peter Wright, known to me and known by me to be the Person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 19 day of December, 1990.

/s/ [ILLEGIBLE]
Notary Public, State of Florida
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 6, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**AMENDED AND RESTATED BYLAWS
OF
ENVIROCYCLE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
OCT 3 1989
/s/ [ILLEGIBLE]
SECRETARY OF STATE

RESTATED
Certificate of Incorporation
of
Environmental Development Corp.

ARTICLE I

The name of the Corporation is ENVIRONMENTAL DEVELOPMENT CORP.

ARTICLE II

The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business or purpose to be conducted or promoted is to engage in the general business of handling, managing and disposing of sanitary and industrial waste, and to carry on such activities of every Kind or nature as may be allied or incidental to such general business.

ARTICLE IV

A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is seventeen thousand six hundred (17,600) shares, consisting of: 1. two thousand (2,000) shares of Series A Convertible Preferred Stock, par value one thousand three hundred thirty

dollars (\$1,330) per share ("Preferred Stock"); 2. ten thousand (10,000) shares of Class A Common Stock, without par value, two thousand (2000) of which are reserved against conversion of the Preferred Stock and five thousand six hundred (5600) of which are reserved against conversion of the Class B Common Stock ("Class A Common Stock"); and 3. five thousand six hundred (5600) shares of Class B Common Stock, without par value, all of which are reserved against the exercise of warrants to purchase same to be issued by the Corporation ("Class B Common Stock") (collectively the Class A and Class B Common Stock are hereinafter referred to as "Common Stock").

B. The Board of Directors is hereby expressly granted authority, to the full extent permitted herein and now or hereafter by the General Corporation Law of the State of Delaware, at any time or from time to time, by resolution or resolutions, to issue the Preferred Stock, the Class A Common Stock and the Class B Common Stock.

C. Holders of all shares of Preferred and Common Stock shall have such rights as are provided herein and by law.

ARTICLE V

The designations, preferences and relative, participating, optional or other special rights, and qualifications, limitation or restrictions of each class of stock are as follows:

A. Preferred Stock

1. Preferred Dividends. (a) The Board of Directors shall declare, the Corporation shall pay and the holders of the Preferred Stock shall be entitled to receive, out of funds legally available, therefor under the Delaware General Corporation Law (the "Corporation Law") (the "Legally Available Funds"), cumulative dividends in cash on the Preferred Stock from the date of issue at a rate per annum (the "Dividend Rate") of eleven percent (11%) of the par value thereof. All dividends described in this paragraph shall be due and payable on March 15, June 15, September 15 and December 15 of each year (each of such dates being a "dividend payment date"), in preference to and in priority over dividends on the Common Stock; provided, however, that although dividends shall begin to accrue immediately upon issuance of shares of Preferred Stock, the first payment of current and accrued dividends shall not be due until the first dividend payment date occurring after two years from the issue date. Due but unpaid dividends shall compound annually. Dividends shall be paid to the holders of record at the close of business on the date specified by the Board of Directors of the Corporation at the time such dividend is declared; provided, however, that such date shall not be more than sixty (60) days nor less than ten (10) days prior to the respective dividend payment date. Each of such quarterly dividends shall be fully cumulative and shall accrue (whether or not declared) from the first day of the Quarterly Dividend Period, except that with respect to the

initial quarterly dividend, such dividend shall accrue from the issue date. The Quarterly Dividend Periods shall commence on March 16, June 16, September 16, and December 16, in each year and shall end on and include the day next preceding the first day of the next" Quarterly Dividend Period. Dividends shall accrue on a daily basis without regard to the occurrence of a dividend payment date or the declaration of any dividend.

(b) Dividends payable on the Preferred Stock for any period of less than a full Quarterly Dividend Period shall be computed on the basis of a 360-day year of twelve 30-day months and the actual number of days elapsed in the period for which payable.

(c) So long as any shares of Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment any dividend on any class of Common Stock or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, or other retirement of, any class of Common Stock, or warrants, rights, calls or options exercisable for or convertible into any class of Common Stock, or make any distribution in respect thereof, either directly or indirectly, whether in cash, obligations or shares of the Corporation or other property (other than distributions or dividends in Common Stock to the holders of Class A or Class B Common Stock), and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or redeem any class of Common

Stock or any warrants, rights, calls or options exercisable for or convertible into any class of Common Stock.

2. Preference upon Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation and before any distribution or payment shall be made to the holders of Common Stock, the holders of the Preferred Stock shall be entitled to be paid in cash the par value of, plus dividends accumulated on, all outstanding shares of Preferred Stock as of the date of such liquidation or dissolution or such other winding up. If, upon any such liquidation, dissolution or other winding up of the affairs of the Corporation, the net assets of the Corporation distributable among the holders of all outstanding shares of the Preferred Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then the entire net assets of the Corporation shall be distributed among the holders of the Preferred Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. The consolidation or merger of the Corporation with or into another person in which this Corporation does not survive and in which the holders of all the Common Stock and the Preferred Stock at the time of such consolidation or merger, or parties under their control or controlling them or under common control with them, own less than fifty percent (50%) of the voting securities of the surviving entity, or the sale, transfer or

lease of all or substantially all of the assets of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the affairs of the Corporation within the meaning of these Articles.

3. Preferred Voting Rights. (a) Except as otherwise required by law or by this Certificate of Incorporation of the Corporation, the shares of Preferred Stock shall be voted together with the shares of the Corporation's Common Stock. Such holders shall be entitled to one vote for each such share held by them.

(b) So long as any shares of Preferred Stock shall be unconverted and outstanding, the Corporation shall not, without the approval by the vote or written consent of the holder or holders of the shares of Preferred Stock: (i) authorize or issue additional shares of preferred or capital stock or (ii) authorize, create or issue any shares of stock or reclassify any shares or issue any common stock equivalent.

4. Preferred Conversion Rights. The Preferred Stock shall be convertible into Class A Common Stock as follows:

(a) Optional Conversion. Subject to and upon compliance with the provisions of this Article, the holder of any shares of Preferred Stock shall have the right at such holder's option, at any time or from time to time prior to December 31, 1995, to convert each share of Preferred Stock into one share of Class A Common Stock or Common Stock in the event the class distinctions between Class A and Class B Common Stock have been eliminated prior to such conversion.

(b) Automatic Conversion. Each outstanding share of Preferred Stock shall automatically be converted, without any further act of the Corporation or its stockholders, into one share of Class A Common Stock (i) on December 31, 1995, or (ii) the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the issuance, offering and sale of Common Stock for the account of the Corporation in which the aggregate gross proceeds received by the Corporation equals or exceeds twenty five million dollars (\$25,000,000), whichever is earlier.

5. Special Rights of Preferred Stock. In addition to any other rights provided by law, so long as any Preferred Stock is outstanding, the Corporation, without first obtaining the affirmative vote or written consent of the holders of not less than a majority of the outstanding shares of Preferred Stock, will not:

(a) Amend, alter or repeal any provision of, or add any provision to, its Certificate of Incorporation or By-laws if such action would adversely affect the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, any shares of Preferred Stock, or increase or decrease the number of shares of Preferred Stock authorized hereby;

(b) Authorize or issue additional shares of Preferred or Common Stock; or

(c) Authorize, create or issue any shares of stock or reclassify any shares of units of any security into shares of stock or authorize, create or issue any Common Stock equivalent.

B. Common Stock

1. Rights. The Class A Common Stock shall be subject to the express terms of the Class B Common Stock.

2. Voting Common Stock. Each share of Common Stock shall be identical to every other share of Common Stock other than as expressly required by law and except (a) that so long as the Class B Common Stock is outstanding, and except as set forth in Sections B.5. and C.4. of this Article, the entire voting power and all voting rights shall be vested exclusively in the Class A Common Stock (and the Preferred Stock), and Class B Common Stock shall be non-voting and (b) the Class B Common Stock shall have the preferences upon liquidation set forth in Article V B.5.(j). Each holder of shares of Class A Common Stock shall be entitled to one (1) vote for each share standing in such holder's name on the books of the Corporation.

3. Dividends on Common Stock. Subject to the rights of the Preferred Stock, the holders of Common Stock shall be entitled to receive, and shall share equally share for share, when permitted by these Articles and as lawfully declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends or distributions payable in cash, in property or in securities of the Corporation.

4. Automatic Conversion of Class B Common Stock. Forthwith upon consummation of a sale of shares of Class B Common Stock of the Corporation, either (a) pursuant to the initial public offering of shares of Common Stock of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, or (b) in connection with the private disposition of all the issued and outstanding shares of Common Stock of the Corporation, each share of Class B Common Stock so sold and each other share of Class B Common Stock shall automatically, and without further action on the part of the holders of Common Stock or the Directors of the Corporation, be converted into shares of Class A Common Stock, and each share of Class A and Class B Common Stock shall thereafter be deemed a share of Common Stock, each of equal rank, without class distinction and identical with respect to voting with every other share of Common Stock (including the right to cumulate votes pursuant to Section 216 of the General Corporation Law of the State of Delaware), and with respect to rights upon liquidation, and each to be in all other respects the same as every other share of Common Stock.

5. Special Rights of Class B Common Stock. So long as any shares of Class B Common Stock shall be unconverted and outstanding, the Corporation shall not, without the approval by the vote or written consent of the holder or holders of the shares of Class B Common Stock outstanding at the time:

- (a) Amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or
-

the Corporation's By-laws;

(b) Authorize or issue additional shares of Preferred or Common Stock;

(c) Enter into, or permit any subsidiary to enter into, any agreement, indenture or other instrument other than the Preferred Stock which contains any provision restricting the payment of dividends or liquidation preference by the Corporation with respect to the Class B Common Stock or restricting the conversion of the Class B Common Stock to the full extent permitted hereby;

(d) Authorize, create or issue any shares of stock or reclassify any shares or units of any security into shares of stock or authorize, create or issue any Common Stock equivalent;

(e) Merge or consolidate with, or permit any subsidiary to merge or consolidate with, any other person or entity or be a party to, or permit any subsidiary to be a party to, any reorganization; provided, however, that this restriction shall not apply to mergers or consolidations of subsidiaries with other subsidiaries of the Corporation or, if the Corporation is the surviving corporation, of the Corporation with wholly-owned subsidiaries;

(f) Sell, lease, transfer or otherwise dispose of assets having a fair market value in excess of one hundred thousand dollars (\$100,000), either in one transaction or in any series of transactions;

(g) Purchase assets having a fair market value in excess of two hundred thousand dollars (\$200,000), in one transaction or in any closely connected series of transactions;

(h) Enter into any new line of business; or

(i) Register any shares of Common Stock of the Corporation for sale to the public in an initial public offering, unless such offering is to be made pursuant to a firm underwriting commitment of at least \$___ per share, and will not result in the initial holders of the Class B Common Stock owning more than 50% of the total share of the voting stock of the Corporation immediately after consummation of such public offering; and

(j) Notwithstanding any provision in these Articles to the contrary, in the event the Corporation shall be voluntarily or involuntarily liquidated, dissolved or wound up at any time, when any of the Class B Common Stock shall be outstanding, the holders of the then outstanding shares of Class B Common Stock shall have a preference senior to the preference of the holders of all equity securities of the Corporation whether now or hereafter authorized, other than the Preferred Stock to which the Class B Common Stock shall be junior in preference upon liquidation and such Class B Common stock preference shall be equal per share to five (5) times the book value per share of the shares of Class B Common Stock on (i) the date of acquisition of such Class B Common Stock by the initial holders thereof or (ii) on the liquidation date, whichever book value is greater, in each case computed after giving effect to any

transaction, conversion or purchase the result of which is the initial acquisition of such Class B Common Stock.

C. Miscellaneous Stock Provisions.

1. In casting votes for the election of directors each holder of preferred and Common Stock entitled to vote is entitled to cumulate votes pursuant to Section 216 of the General Corporation Law of the State of Delaware.

2. In case of any reclassification or change of outstanding Preferred or Common Stock, or in case of any consolidation or merger of the Corporation with or into another corporation (other than a merger with another corporation in which the Corporation is the surviving corporation and which does not result in any reclassification or change), the surviving corporation shall, without payment of additional consideration therefor, issue new Preferred Stock and Class A and Class B Common Stock, provided that, upon conversion of the Preferred and Class B Common Stock, the holders thereof shall receive the kind and amount of shares of stock, securities, money and property receivable upon such reclassification, change, consolidation or merger as if such conversion had taken place immediately prior to such reclassification, change, consolidation or merger. Such new Preferred and Common Stock shall provide for adjustments which shall be as nearly equivalent as practicable to the adjustments provided for here and shall similarly apply to successive reclassifications, changes, consolidations and mergers.

3. All shares of Common Stock which may be issued upon conversion of the Preferred or Class B Common Stock will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issue thereof .
 4. Indemnification. Exercise of the powers of the Corporation under Section 145(a) and (b), and any determination made by the Corporation pursuant to Section 145(d) of the General Corporation Law of the State of Delaware, shall be made only upon the unanimous written consent of the holders of all the issued and outstanding shares of Preferred and Class A and Class B Common Stock of the Corporation.
 5. Mechanics of Conversion. The holders of any shares of Preferred Stock may exercise their optional conversion rights by surrendering to the Corporation or any transfer agent of the Corporation the certificate or certificates for the shares to be converted, accompanied by written notice specifying the number of shares to be converted. Upon the occurrence of the automatic conversions of Preferred and Class B Common Stock pursuant to these Articles the outstanding stock shall be converted without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided that the Corporation shall not be obligated to issue to any such holder certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificate or certificates evidencing the outstanding shares
-

are either delivered to the Corporation or any transfer agent of the Corporation. Optional conversion shall be deemed to have been effected on the date when notice of an election to convert and the certificate or certificates for shares to be converted are delivered, and automatic conversion on the date of the occurrence of the automatic event specified herein as the case may be, and such date is referred to herein as the "Conversion Date." Upon conversion of the Class B Common Stock into Class A Common Stock pursuant to Article V.B.4. all distinctions between Class A and Class B Common Stock are eliminated and all shares of Class A Common Stock shall automatically and without further action on behalf of the Corporation become shares of Common Stock of the Corporation. As promptly as practicable after each conversion (and after the certificate or certificates evidencing the outstanding shares are either delivered to the Corporation or any transfer agent of the Corporation) the Corporation shall issue and deliver to, or upon the written order of, each holder a certificate or certificates for the number of full shares of Class A Common Stock or Common Stock as the case may be to which such holder is entitled and a check or cash with respect to any fractional interest in a share of said Stock. The person in whose name the certificate or certificates for Class A Common Stock or Common Stock are to be issued shall be deemed to have become a holder of record of such Stock on the applicable Conversion Date. Upon optional conversion of only a portion of the number of shares covered by the certificate or certificates evidencing

the shares of the Stock delivered for conversion, the Corporation shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of stock representing the unconverted portion of the certificate so surrendered. All shares converted pursuant to these Articles shall, upon such conversion, become null and void.

6. Valid Issuance. All shares of Class A Common Stock that are deemed issued upon conversion of the shares of Class B Common or Preferred Stock, and all shares of Common Stock outstanding following conversion of the Class B Common Stock and elimination of the Class A and Class B distinctions, will upon conversion be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof, and the Corporation shall take no action that will cause a contrary result.

ARTICLE VI

The names and mailing addresses of the incorporators are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Gregory M. Morey	40 Central Park South New York, New York 10019

ARTICLE VII

The Corporation is to have perpetual existence.

In limitation of the powers of the Board of Directors, the holders of the shares of Preferred and Common Stock are expressly authorized to make, alter or repeal the By-laws of the Corporation.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-laws of the Corporation.

ARTICLE IX

The Corporation reserves the right by vote of a majority of the holders of Class A and Class B Common Stock each voting as a class to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the President and Secretary of the Corporation, for the purpose of amending and restating the Certificate of Incorporation of the Corporation, does make this certificate, hereby declaring and certifying this Restated Certificate of Incorporation was proposed unanimously by the Board of Directors of the Corporation, and was adopted by the unanimous vote of the holders of the issued and outstanding shares of the Corporation all pursuant to Sections 242 and 245 of the Corporation Law of the State of Delaware, and the undersigned accordingly hereunto sets his hand this 29th day of Sept. 1989.

/s/ G. Michael Shannon
G. MICHAEL SHANNON, President

ATTEST

/s/ G. Michael Shannon
G. MICHAEL SHANNON, Secretary

FILED
AUG 29 1989
/s/ [ILLEGIBLE]
SECRETARY OF STATE

**CERTIFICATE OF INCORPORATION
OF
ENVIRONMENTAL DEVELOPMENT CORP.**

1. The name of the corporation is Environmental Development Corp.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is:
To engage in the general business of handling, managing and disposing of sanitary and industrial waste, and to carry on such activities of every kind or nature as may be allied or incidental to such general business.
To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is three thousand (3,000); all of such shares shall be without par value.
5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
Gregory M. Morey	722 Osborn, Phoenix, Arizona 85014

6. The corporation is to have perpetual existence.
7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:
To make, alter or repeal the by-laws of the corporation.
8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 25th day of August, 1989.

/s/ Gregory M. Morey

Gregory M. Morey

RECEIVED FOR RECORD
AUG 31, 1989
EVELYN T. ALEMAR, RECORDER

Restated
Certificate of Incorporation
of

Environmental Development Corp.

Environmental Development Corp. hereby amends and restates its Certificate of Incorporation in its entirety as follows:

ARTICLE I

The name of the Corporation is: Environmental Development Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business or purpose to be conducted or promoted is to engage in the general business of handling, managing, transporting and disposing of sanitary and industrial waste, and to carry on such activities of every kind or nature as may be allied or incidental to such general business.

ARTICLE IV

A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is seventeen thousand eight hundred and forty (17,840) shares, consisting of two thousand (2,000) shares of Series A Convertible Preferred Stock, par value one thousand three hundred thirty dollars (\$1,330) per share ("Preferred Stock"), ten thousand (10,000) shares of Class A Common Stock, without par value ("Class A Common Stock"), and five thousand eight hundred and forty (5,840) shares of Class B Common Stock, without par value ("Class B Common Stock").

B. Two thousand (2,000) shares of Class A Common Stock are reserved for issuance to the holders of shares of Preferred Stock upon conversion thereof as provided in these

Articles; five thousand eight hundred and forty (5,840) shares of Class A Common Stock are reserved for issuance to the holders of shares of Class B Common Stock upon conversion thereof pursuant to these Articles; and all shares of Class B Common Stock are reserved for issuance to the holders of the Corporation's convertible debt, and their successors and assigns, upon exercise of said holder's conversion rights under the Loan Agreement dated as of November 27, 1989 between the Corporation, as borrower, Lornaco, Inc., as agent, and the lenders parties thereto, as said agreement may be amended or modified from time to time (hereinafter referred to as the "Loan Agreement").

C. Holders of shares of Preferred Stock, Class A Common Stock and Class B Common Stock shall have such rights as are provided herein and by law.

ARTICLE V

The designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of each class of stock are as follows:

A. Preferred Stock.

1. Preferred Dividends. (a) The Board of Directors of the Corporation shall declare, the Corporation shall pay and the holders of the Preferred Stock shall be entitled to receive, out of the funds of the Corporation legally available therefor under the General Corporation Law of the State of Delaware, cumulative dividends in cash on the Preferred Stock from the date of issue at a rate per annum equal to eleven percent (11%) of the par value thereof. All dividends described in this paragraph shall be due and payable on March 15, June 15, September 15 and December 15 of each year (each of such dates being a "Dividend Payment Date"), in preference to and in priority over dividends on the Class A Common Stock and the Class B Common Stock (herein referred to collectively as the "Common Stock"); provided, however, that although dividends shall begin to accrue immediately upon issuance of shares of Preferred Stock, the first payment of current and accrued dividends shall not be due until the first Dividend Payment Date occurring after two years from the issue date. Due but unpaid dividends shall compound annually. Dividends shall be paid to the holders of record at the close of business on the date specified by the Board of Directors of the Corporation at the time such dividend is declared; provided, however, that such date shall not be more than sixty (60) days nor less than ten (10) days prior to the respective Dividend Payment Date. Each of such quarterly dividends shall be fully cumulative and shall accrue (whether or not declared) from the first day of the Quarterly Dividend Period (as defined below), except that

with respect to the initial quarterly dividend, such dividend shall accrue from the issue date. "Quarterly Dividend Period" means each quarterly period commencing on March 16, June 16, September 16, and December 16 in each year and ending on and including the day next preceding the first day of the next Quarterly Dividend Period. Dividends shall accrue on a daily basis without regard to the occurrence of a Dividend Payment Date or the declaration of any dividend. Without limiting the foregoing, the holders of Preferred Stock shall be entitled to receive the cash and property, if any, to be paid and released to such holders in accordance with the provisions of clause (ii) of the proviso to paragraph (c) below.

(b) Dividends payable on the Preferred Stock for any period of less than a full Quarterly Dividend Period shall be computed on the basis of a 360-day year of twelve 30-day months and the actual number of days elapsed in the period for which payable.

(c) So long as any shares of Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment any dividend on any class of Common Stock or make any payment on account of, or set apart any money for a sinking or other similar fund for, the purchase, or other retirement of, any class of Common Stock, or warrants, rights, calls or options exercisable for or convertible into any class of Common Stock, or make any distribution in respect thereof, either directly or indirectly, whether in cash, obligations or shares of the Corporation or other property, and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or otherwise retire any class of Common Stock or any warrants, rights, calls or options exercisable for or convertible into any class of Common Stock; provided, however, that the restrictions contained in this paragraph shall not apply to (i) any distributions or dividends of the Corporation's common stock to the holders of Class A Common Stock or Class B Common Stock (subject to the approval or consent of the holders of a majority of the shares of Preferred Stock outstanding at such time required pursuant to paragraph A.5. of this Article V), (ii) any distributions or dividends of cash or property (other than any shares of the capital stock of the Corporation) to the holders of Class A Common Stock and Class B Common Stock if an escrow is established by the Corporation to hold cash or property (of the same character and in the same proportional amounts as between cash and property as is paid to the holders of Common Stock) equal to twenty percent (20%) of the sum of (A) that amount of cash and property distributed to the holders of the Common Stock of the Corporation at such time plus (B) that amount of cash and property to be placed in escrow pursuant to this paragraph (c) at such time, the terms of such escrow to provide for the payment and release of a pro rata portion of such cash and property to each holder of Preferred Stock at the time of the conversion of all or any portion of such holder's Preferred

Stock into Class A Common Stock pursuant to these Articles or (iii) the issuance of shares of Class B Common Stock to the holders of the Corporation's convertible debt, and their successors and assigns, under the Loan Agreement upon exercise of said holders' conversion rights thereunder, the conversion of Class B Common Stock to Class A Common Stock or the conversion of Preferred Stock to Class A Common Stock, in each case as contemplated by paragraph B. of Article IV.

2. Preference Upon Liquidation, Dissolution or Winding Up. Notwithstanding any provision in these Articles to the contrary, in the event the Corporation shall be voluntarily or involuntarily liquidated, dissolved or wound up at any time when any of the Preferred Stock shall be outstanding, the holders of the then outstanding shares of Preferred Stock shall have a preference senior to any preference of the holders of all other equity securities of the Corporation, whether now or hereafter authorized (including, without limitation, the Class B Common Stock), and such Preferred Stock preference shall be equal per share to the par value of, plus dividends accumulated on, each outstanding share of Preferred Stock as of the date of such liquidation, dissolution or winding up (as adjusted to reflect any combination or subdivision of such shares). Except as provided in the preceding sentence, the holders of Preferred Stock shall not be entitled to any distribution in the event of a liquidation, dissolution or winding up of the Corporation. If, upon any such liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation distributable among the holders of the then outstanding shares of Preferred Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then the entire net assets of the Corporation shall be distributed among the holders of the Preferred Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. The merger or consolidation of the Corporation into or with another person or entity (other than a merger or consolidation into or with any wholly-owned subsidiary of the Corporation) or the sale, transfer, mortgage, pledge or lease of all or substantially all of the assets of the Corporation shall, upon the affirmative vote of and tender of all shares of stock held by the holders of all the Preferred Stock then outstanding, be deemed to be a liquidation, dissolution or winding up of the Corporation under this paragraph; provided, however, that the mortgage or pledge of substantially all the assets of the Corporation to secure debt outstanding under the Senior Term Loan Agreement dated as of November 27, 1989 between the Corporation, as borrower, and Mitsui Nevitt Capital Corporation, or any assignee thereof or successor thereto, as lender, as said senior term loan agreement may be amended or modified from time to time (hereinafter referred to as the "Senior Term Loan Agreement") shall not be deemed to be a liquidation, dissolution or winding up of the Corporation under this paragraph.

3. Preferred Voting Rights. Except as otherwise required by law or by these Articles, the shares of Preferred Stock shall be voted together with the shares of the Corporation's Class A Common Stock as a single class. Such holders shall be entitled to one vote for each such share standing in such holder's name on the books of the Corporation.

4. Preferred Stock Conversion Rights. The Preferred Stock shall be convertible into Class A Common Stock as follows:

(a) Optional Conversion. Subject to and upon compliance with the provisions of this Article, the holder of any shares of Preferred Stock shall have the right, at such holder's option, at any time or from time to time prior to September 30, 1994, to convert each share of Preferred Stock into one share of Class A Common Stock.

(b) Automatic Conversion. Each outstanding share of Preferred Stock shall automatically be converted, without further action on the part of the holders of such Preferred Stock or the Directors of the Corporation, into one share of Class A Common Stock (i) on September 30, 1994, or (ii) the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the issuance, offering and sale of Class A Common Stock for the account of the Corporation in which the aggregate gross proceeds received by the Corporation equals or exceeds twenty-five million dollars (\$25,000,000), whichever is earlier.

5. Special Rights of Preferred Stock. In addition to any other rights provided by law, so long as any Preferred Stock is outstanding, the Corporation, without first obtaining the affirmative vote or written consent of the holders of not less than a majority of the outstanding shares of Preferred Stock, will not:

(a) Amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or the Corporation's By-laws if such action would adversely affect the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, any shares of Preferred Stock, or increase or decrease the number of shares of Preferred Stock authorized hereby;

(b) Authorize or issue additional shares of Preferred Stock or Common Stock; or

(c) Authorize, create or issue any shares of stock or reclassify any shares or units of any security into shares of stock or authorize, create or issue any stock equivalent.

Notwithstanding anything to the contrary contained in this paragraph A.5. of Article V, no approval or consent of any holder of Preferred Stock shall be required in connection with (i) the issuance of Class B Common Stock to the holders of the Corporation's convertible debt, and their successors and assigns, under the Loan Agreement upon the exercise by said holders of their conversion rights thereunder or the conversion of Class B Common Stock to Class A Common Stock, in each case as contemplated by paragraph B. of Article IV or (ii) the authorization and issuance of shares of any class of the Corporation's common stock for issuance, offering and sale pursuant to an underwritten public offering that the Corporation expects to satisfy the requirements of paragraph A.4.(b) of this Article.

B. Common Stock.

1. **Class B Common Stock.** The Class A Common Stock shall be subject to the express terms of the Class B Common Stock.

2. **Voting Common Stock.** Each share of Class A Common Stock and Class B Common Stock shall be identical to every other share of Common Stock except as expressly required by law and except that (a) subject to paragraphs B.5. and C.4. of this Article, the entire voting power and all voting rights of the Common Stock shall be vested exclusively in the Class A Common Stock, and the Class B Common Stock shall be non-voting and (b) the Class B Common Stock shall have the preferences upon liquidation set forth in paragraph B.5. (b) of this Article. Each holder of shares of the common stock of the Corporation shall be entitled to one (1) vote for each share standing in such holder's name on the books of the Corporation as to any matters on which a holder of such common stock is entitled to vote.

3. **Dividends on Class A Common Stock and Class B Common Stock.** The holders of Class A Common Stock and Class B Common Stock shall be entitled to receive, and shall share equally share for share, when permitted by these Articles and as lawfully declared by the Board of Directors, out of the funds of the Corporation legally available therefor, dividends or distributions payable in cash, in property or in securities of the Corporation except as provided in paragraph B.5.(b) of this Article.

4. **Class B Common Stock Conversion Rights.** The Class B Common Stock shall be convertible into Class A Common Stock as follows:

(a) **Optional Conversion.** The holder of any shares of Class B Common Stock shall have the right, at such holder's option, to convert each share of Class B Common Stock into one share of Class A Common Stock (subject to adjustment pursuant to subparagraph (c) of this

paragraph B.4.) at any time and from time to time (i) after the earliest to occur of the following: (A) as the result of private sales of shares of Class B Common Stock other than the issuance to the original holders thereof, no record owner of any shares of the Class B Common Stock then outstanding holds more than twenty-five percent (25%) of the Class B Common Stock on a fully diluted basis and (B) as a result of private sales of shares of Class B Common Stock other than the issuance to the original holders thereof, a single record owner holds more than 85.62 percent of the Class B Common Stock on a fully diluted basis or (ii) in the event any plan or proposal for the liquidation, dissolution or winding up of the Corporation is adopted by the Board of Directors and stockholders of the Corporation or is imposed involuntarily upon the Corporation.

(b) Automatic Conversion. Each outstanding share of Class B Common Stock that is sold in connection with any primary or secondary offering of shares of stock of the Corporation pursuant to an effective registration statement under the Securities Act shall automatically be converted in the hands of the purchaser, without further action on the part of the holder or holders of such Class B Common Stock or the Directors of the Corporation, into one share of Class A Common Stock (subject to adjustment pursuant to subparagraph (c) of this paragraph B.4.); further, upon sale of an aggregate of seventy five percent (75%) or more of the shares of Class B Common Stock on a fully diluted basis pursuant to such registered public offering or offerings, all shares of Class B Common Stock then outstanding shall automatically be converted into an equal number of shares of Class A Common Stock (subject to adjustment pursuant to subparagraph (c) of this paragraph B.4.) without further action on the part of the holder or holders of such Class B Common Stock or the Directors of the Corporation.

(c) Adjustments to Conversion Price for Diluting Issues:

(i) Special Definitions. For purposes of this paragraph B.4.(c), the following definitions shall apply;

- (1) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Additional Shares of Common Stock or Convertible Securities.
 - (2) "Original Issue Date" shall mean the date on which a share of Class B Common Stock was first issued.
 - (3) "Conversion Price" shall mean initially \$100 per share of Class B Common Stock and shall be
-

adjusted and readjusted from time to time as provided in this paragraph B.4.(c). Each share of Class B Common Stock shall be convertible into the number of shares of Class A Common Stock determined by dividing \$100 by the Conversion Price in effect at the time of conversion.

(4) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than shares of Common Stock) or other securities directly or indirectly convertible into or exchangeable for Additional Shares of Common Stock.

(5) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to paragraph B.4.(c)(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than Class A Common Stock issued or issuable:

(A) upon conversion of Preferred Stock; or

(B) upon conversion of the Corporation's Class B Common Stock.

(ii) No Adjustment of Conversion Price. No adjustment in the number of shares of Class A Common Stock into which the Class B Common Stock is convertible shall be made, by adjustment in the Conversion Price, in respect of the issuance of Additional Shares of Common Stock or otherwise, unless the consideration per share (determined pursuant to paragraph B.4.(c)(v) hereof) for Additional Shares of Common Stock issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to, the issue of such Additional Shares of Common Stock.

(iii) Issue of Securities Deemed Issue of Additional Shares of Common Stock.

(1) Options and Convertible Securities. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue, sell, grant or assume any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then, and in each such case, the maximum number of shares of Common Stock (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of

Common Stock issued as of the time of such issue, sale, grant or assumption or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued for purposes of adjusting the Conversion Price unless the consideration per share (determined pursuant to paragraph B.4.(c)(v) hereof) of such Additional Shares of Common Stock would be less than the Conversion Price in effect on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock is deemed to be issued:

(A) no further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any decrease in the consideration payable to the Corporation, or increase in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such decrease or increase becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities which are outstanding at such time;

(C) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been fully exercised, the Conversion Price computed upon the original issue, sale, grant or assumption thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(I) in the case of such Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued or sold were the shares of Common Stock, if any, actually issued or sold upon the exercise of such options or the

conversion or exchange of such Convertible Securities and the consideration received for such Additional Shares of Common Stock was, in the case of Options, the consideration actually received by the Corporation for the issue, sale, grant or assumption of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or, in the case of Convertible Securities, the consideration actually received by the Corporation for the issue, sale or assumption of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(II) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued or sold upon the exercise thereof were issued at the time of issue, sale, grant or assumption of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue, sale, grant or assumption of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to paragraph B.4.(c)(v)) upon the issue or sale of the Convertible Securities with respect to which such Options were actually exercised;

(D) no readjustment pursuant to clause (B) or (C) above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price on the original adjustment date or (ii) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date;

(E) in the case of any Options which expire by their terms not more than 30 days after the date of issue, sale, grant or assumption thereof, no adjustment of the Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made

in the same manner provided in clause (C) above; and

(F) if any such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to subparagraph B.4.(c)(vi) as of the actual date of their issuance.

(2) Stock Dividends, Stock Distributions and Subdivision. In the event the Corporation at any time or from time to time after the Original Issue Date shall declare or pay any dividend or make any other distribution on the Common Stock payable in shares of Common Stock, or shall effect a subdivision of the outstanding Common Stock, into a greater number of shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock), then and in each such event, Additional Shares of Common Stock, shall be deemed to have been issued:

(A) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of any class of securities entitled to receive such dividend or distribution, or

(B) in the case of any such subdivision, at the close of business on the date immediately prior to the date upon which such corporate action becomes effective.

If such record date shall have been fixed and such dividend or distribution shall not have been paid on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to subparagraph B.4.(c)(vi) as of the time of actual payment of such dividend or distribution.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall issue or be deemed to issue Additional Shares of Common Stock (excluding Additional Shares of Common Stock deemed to be issued pursuant to subparagraph B.4.(c)(iii)(2), which event is dealt with in subparagraph

B.4.(c)(vi) for a consideration per share less than the Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, the Conversion Price shall be reduced, concurrently with such issue or sale in order to increase the number of shares of Class A Common Stock into which the Class B Common Stock is convertible, to a price equal to the lowest consideration per share for which such Additional Shares of Common Stock are issued provided that the Conversion Price shall not be reduced below \$0.00001.

(v) Determination of Consideration. For purposes of this paragraph B.4.(c), the consideration received (or deemed to be received) by the Corporation for the issue or sale of any Additional Shares of Common Stock (or any Additional Shares of Common Stock deemed to be issued pursuant to paragraph B.4.(c)(iii)(1)) shall be computed as follows:

(1) Cash and Property: The consideration per share received by the Corporation for the issue or sale of Additional Shares of Common Stock shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue or sale, as determined in good faith by the Board of Directors; and

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the portion of such consideration so received, computed as provided in clauses (A) and (B) above, allocable to such Additional Shares of Common Stock as determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share deemed to be received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to paragraph B.4.(c)(iii)(1), relating to Options and Convertible Securities, shall be determined by dividing

(x) the total amount, if any, actually received by the Corporation as consideration for the issue, sale, grant or assumption of such

Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating to such Options or Convertible Securities without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise in full of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(y) the maximum number of Additional Shares of Common Stock (as set forth in the instruments relating to such Options or Convertible Securities, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) Adjustment for Stock Dividends, Distributions, Subdivisions, Combinations or Consolidation of Common Stock.

(1) Stock Dividends, Distributions and Subdivisions. In the event the Corporation shall issue Additional Shares of Common Stock pursuant to paragraph B.4(c)(iii)(2), relating to stock dividends, distributions and subdivisions, the Conversion Price in effect immediately prior to such stock dividend, distribution or subdivision shall each, concurrently with the effectiveness of such stock dividend, distribution or subdivision, be proportionately decreased.

(2) Combinations or Consolidation of Common Stock. In the event the outstanding Class A Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Class A Common Stock, the Conversion Price in effect immediately prior to such combination or consolidation shall each, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(vii) Adjustments for Consolidation, Merger, Sale of Assets, Reorganization, Etc. In the event the Corporation, after the Original Issue Date, (1) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (2) shall permit any other

corporation or entity to consolidate with or merge into the Corporation and the Corporation shall be the continuing or surviving corporation but, in connection with such consolidation or merger, the shares of Class A Common Stock shall be changed into or exchanged for stock or other securities of any other person or cash or any other property, or (3) shall transfer all or substantially all of its properties or assets to any other corporation or entity, or (4) shall effect a capital reorganization or reclassification of the Class A Common Stock (other than a change from par to no-par value stock or from no-par to par value stock, or a capital reorganization or reclassification resulting in the issue of Additional Shares of Common Stock for which adjustment in the Conversion Price is provided in paragraph B.4(c)(iv)), then, and in each such event, proper provision shall be made so that, upon the basis and the terms and in the manner provided in this paragraph B.4(c)(vii), the holder of Class B Common Stock, upon the conversion thereof at any time after the consummation of such consolidation, merger, transfer, reorganization or reclassification, shall be entitled to receive, in lieu of the shares of Class A Common Stock issuable upon such conversion prior to such consummation, the stock and other securities, cash and property to which such holder would have been entitled upon such consummation if such holder had converted such Class B Common Stock immediately prior thereto, subject to adjustments (subsequent to such corporate action) as nearly equivalent as possible to the adjustments provided for in this paragraph B.4(c). Notwithstanding anything contained herein to the contrary, the Corporation will not effect any of the transactions described in clauses (1) through (4) above unless, prior to the consummation thereof, each corporation (other than the Corporation) which may be required to deliver any stock, securities, cash or property upon the conversion of Class B Common Stock shall assume, by written instrument delivered to each holder of Class B Common Stock, the obligation to deliver to such holder such shares of stock, securities, cash or property as such holder may be entitled to receive upon such conversion, and such corporation shall have furnished to each holder of Class B Common Stock an opinion of counsel for such corporation, which counsel shall be reasonably satisfactory to such holder, stating that the holder of such Class B Common Stock shall thereafter be entitled to receive, upon the conversion of such share, the stock, securities, cash or property which such corporation may be required to deliver pursuant to the terms hereof.

(viii) No Impairment. The Corporation will not, through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid the observance or performance of any of the terms to be

observed or performed hereunder by the Corporation but will at all times in good faith assist in the carrying out of all the provisions of this paragraph B.4.(c) and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Class B Common Stock against impairment.

(ix) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this paragraph B.4.(c), the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Class B Common Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or to be received by the Corporation for any Additional Shares of Common Stock issued or sold or deemed to have been issued, (ii) the number of shares of Common Stock outstanding or deemed to be outstanding, and (iii) the Conversion Price in effect immediately prior to such issue or sale and as adjusted and readjusted on account thereof.

(x) Common Stock Reserved. The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock such number of shares of Class A Common Stock as shall from time to time be sufficient to effect conversion of the Class B Common Stock.

5. Special Rights of Class B Common Stock. (a) The Corporation shall not, without the approval by the affirmative vote or written consent of the holder or holders of a majority of the shares of Class B Common Stock outstanding at the time:

(i) Amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or the Corporation's By-laws;

(ii) Authorize or issue additional shares of stock (other than the issuance of shares of Class B Common Stock or Class A Common Stock upon the exercise of conversion rights, in each case as contemplated by paragraph B. of Article IV) or offer or sell any shares of stock in connection with a public offering pursuant to an effective registration statement under the Securities Act;

(iii) Enter into, or permit any subsidiary to enter into, any agreement, indenture or other instrument which contains any provision restricting the payment of dividends or liquidation preference by the Corporation with respect to the Class B Common Stock or restricting the conversion

of the Class B Common Stock to the full extent permitted hereby (other than the Loan Agreement and the Senior Term Loan Agreement to the extent the same contain restrictions on the payment of dividends);

(iv) Reclassify any shares or units of any security into shares of stock or authorize, create or issue any stock equivalent;

(v) Merge or consolidate with, or permit any subsidiary to merge or consolidate with, any other person or entity or be a party to, or permit any subsidiary to be a party to, any reorganization; provided, however, that this restriction shall not apply to mergers or consolidations of subsidiaries of the Corporation with other subsidiaries of the Corporation or, if the Corporation is the surviving corporation, of the Corporation with wholly-owned subsidiaries of the Corporation (in each case so long as the rights, preferences and powers of the respective classes of the Corporation's stock remain unchanged);

(vi) Sell, lease, exchange, mortgage, pledge, transfer or otherwise dispose of all or substantially all assets of the Corporation, either in one transaction or in any series of transactions (other than the mortgage or pledge of substantially all the assets of the Corporation to secure debt outstanding under the Senior Term Loan Agreement);

(vii) Reclassify any securities of the Corporation (including any reverse stock split), or recapitalize the Corporation, or purchase or otherwise acquire, redeem or retire any issued and outstanding shares of the capital stock of the Corporation or any warrants, rights, calls or options exercisable for or convertible into any shares of the capital stock of the Corporation; provided, however, that no approval or consent of the holders of the Class B Common Stock shall be required for the Corporation to perform its obligation to purchase shares of the Corporation's capital stock pursuant to the terms of a certain Agreement Regarding Shares of Environmental Development Corp. dated November 27, 1989 among the Corporation, Thomas H. Van Weeldon, Jim Van Weeldon, Illinois Development Corporation, Lee Brandsma and Larry Groot; or

(viii) Adopt any plan or proposal for the liquidation, dissolution or winding up of the Corporation.

(b) Notwithstanding any provision in these Articles to the contrary, in the event the Corporation shall be voluntarily or involuntarily liquidated, dissolved or wound up at any time when any of the Class B Common Stock shall be

outstanding, the holders of the then outstanding shares of Class B Common Stock shall have a preference senior to any preference of the holders of all other equity securities of the Corporation, whether now or hereafter authorized (other than the Preferred Stock which shall be senior in preference to the Class B Common Stock upon liquidation), and such Class B Common Stock preference shall be equal per share to three (3) times an amount equal to (i) the maximum principal amount of the debt outstanding under the Loan Agreement at any time prior to the date on which such liquidation, dissolution or winding up becomes effective divided by (ii) the sum of the number of shares of Class B Common Stock outstanding on such date, the number of shares of Class B Common Stock issuable under the terms of the Loan Agreement and the number of shares of Class B Common Stock converted into Class A Common Stock prior to such date. If, upon any such liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation distributable among the holders of the then outstanding shares of Class B Common Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then such net assets of the Corporation shall be distributed among the holders of the Class B Common Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. The merger or consolidation of the Corporation into or with another person or entity (other than a merger or consolidation into or with any wholly-owned subsidiary of the Corporation) or the sale, transfer, mortgage, pledge or lease of all or substantially all of the assets of the Corporation shall, upon the affirmative vote of and tender of all shares of stock held by the holders of all the Class B Common Stock then outstanding, be deemed to be a liquidation, dissolution or winding up of the Corporation under this paragraph; provided, however, that the mortgage or pledge of substantially all the assets of the Corporation to secure debt outstanding under the Senior Term Loan Agreement or the Loan Agreement shall not be deemed to be a liquidation, dissolution or winding up of the Corporation under this paragraph.

C. Miscellaneous Stock Provisions.

1. Cumulative Voting. In casting votes for the election of directors each holder of Preferred Stock and Class A Common Stock is entitled to cumulate votes pursuant to Section 214 of the General Corporation Law of the State of Delaware.

2. Reclassification, Merger, Etc. In case of any reclassification or change of outstanding shares of stock, or in case of any consolidation or merger of the Corporation into or with another corporation (other than a merger with or consolidation into another corporation in which the Corporation is the surviving corporation and which does not result in any reclassification or change), the surviving corporation shall,

without requiring or obtaining payment of additional consideration therefor, authorize for issuance new Class A Common Stock and issue new Preferred Stock and Class B Common Stock, such that, upon conversion of the Preferred Stock and Class B Common Stock, the holders thereof shall receive and be the holders of stock rights and the number of shares as if conversion of the Preferred Stock and Class B Common Stock had taken place immediately prior to such reclassification, change, consolidation or merger; provided, however, that the foregoing provision shall not affect the requirement that approval be obtained from the holders of Preferred Stock and Class B Common Stock in connection with any such transaction, as provided in these Articles. Such new stock shall provide for adjustments in number of shares which shall be equivalent to the adjustments provided for herein and shall similarly apply to successive reclassifications, changes, consolidations and mergers.

3. Issuance of Class A Common Stock upon Conversion. All shares of Class A Common Stock which may be issued upon conversion of the Preferred Stock and Class B Common Stock will, upon issuance, be duly and validly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issue thereof.

4. Indemnification. Exercise of the powers of the Corporation under Sections 145(a) and (b), and any determination made by the Corporation pursuant to Section 145(d) of the General Corporation Law of the State of Delaware, shall be made only upon the written consent of the holders of a majority of the issued and outstanding shares of Preferred Stock, Class A Common Stock and Class B Common Stock of the Corporation each voting as a separate class.

5. Mechanics of Conversion. (a) The holders of any shares of Preferred Stock may exercise their optional conversion rights by surrendering to the Corporation or any transfer agent of the Corporation the certificate or certificates for the shares to be converted, accompanied by written notice specifying the number of shares to be converted. Following the occurrence of any of the events referred to in these Articles that gives rise to optional conversion rights for the holders of shares of Class B Common Stock, the holders of any shares of Class B Common Stock may exercise their optional conversion rights by surrendering to the Corporation or any transfer agent of the Corporation the certificate or certificates for the shares to be converted, accompanied by written notice specifying the number of shares to be converted. Optional conversion of shares of Preferred Stock or Class B Common Stock, as the case may be, shall be deemed to have been effected on the date when notice of an election to convert and the certificate or certificates for the shares to be converted are delivered to the Corporation or any transfer agent of the Corporation as provided herein. In

addition, as promptly as practicable following the occurrence of any of the events referred to in these Articles that gives rise to optional conversion rights for the holders of shares of Class B Common Stock, the Corporation shall issue and deliver to each holder of shares of Class B Common Stock a certificate or certificates for the number of shares of Class B Common Stock owned by such holder which certificate or certificates shall indicate that such Class B Common Stock is convertible at any time at the option of the holder into Class A Common Stock; such certificate or certificates shall be delivered after the certificate or certificates evidencing the shares of Class B Common Stock then outstanding and owned by such holder are delivered to the Corporation or any transfer agent of the Corporation.

(b) Simultaneously with consummation of any sale or event effecting automatic conversion of Preferred Stock or Class B Common Stock, as the case may be, pursuant to these Articles, the shares of Preferred Stock or Class B Common Stock so affected shall be converted without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided that the Corporation shall not be obligated to issue to any such holder certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificate or certificates evidencing the outstanding shares are delivered either to the Corporation or any transfer agent of the Corporation. The person or entity in whose name the certificate or certificates for Class A Common Stock are to be issued upon such conversion of shares of Preferred Stock or Class B Common Stock, as the case may be, shall be deemed to have become a holder of record of such Class A Common Stock on the date of the occurrence of the automatic event referred to herein.

(c) All shares converted pursuant to these Articles shall, upon such conversion, become null and void and shall not thereafter be reissued.

ARTICLE VI

The Corporation is to have perpetual existence.

In limitation of the powers of the Board of Directors, the holders of the shares of Preferred Stock and Class A Common Stock are expressly authorized to make, alter or repeal the By-laws of the Corporation (subject to the approval of the holders of a majority of the Class B Common Stock then outstanding).

ARTICLE VII

Meetings of stockholders may be held within or without the State of Delaware, as the By-laws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-laws of the Corporation.

ARTICLE VIII

The Corporation reserves the right by vote of a majority of the holders of Preferred Stock, Class A Common Stock and Class B Common Stock each voting as a separate class to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the President of the Corporation, for the purpose of amending and restating the Certificate of Incorporation of the Corporation, does make this certificate, hereby declaring and certifying that this Restated Certificate of Incorporation was duly proposed, declared advisable and submitted to the stockholders of the Corporation for consideration by the Board of Directors of the Corporation and was duly adopted by the unanimous vote or written consent of the holders of the issued and outstanding shares of the stock of the Corporation all in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and the undersigned accordingly hereunto sets his hand this 27th day of November, 1989.

/s/ G. Michael Shannon

G. Michael Shannon

President

ATTESTED BY:

/s/ G. Michael Shannon

G. Michael Shannon

Secretary

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
ENVIRONMENTAL DEVELOPMENT CORP.**

Pursuant to Section 242 of the General
Corporation Law of the State of Delaware

The undersigned, being the President and Secretary of Environmental Development Corp., a Delaware corporation (the "Corporation"), in order to amend the Corporation's Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the Corporation is: Environmental Development Corp.

SECOND: A Restated certificate of Incorporation (the "Certificate of Incorporation") was filed in the office of the Secretary of State of Delaware on the 27th day of November, 1990, and a copy thereof, certified by said Secretary of State, was summarily filed for record in the office of the Recorder of New Castle County, Delaware.

THIRD: Article IV, Section B of the Certificate of Incorporation, regarding the Corporation's stock issuance, is hereby amended to read as follows:

"B. Two thousand (2,000) shares of Class A Common Stock are reserved for issuance to the holders of shares of Preferred Stock upon conversion thereof as provided in these Articles; five thousand eight hundred forty (5,840) shares of Class A Common Stock are reserved for issuance to the holders of shares of Class B Common Stock upon conversion thereof pursuant to these Articles; and four

thousand five hundred forty (4,540) shares of Class B Common Stock are reserved for issuance to the holders of the Corporation's convertible debt, and their successors and assigns, upon exercise of said holder's conversion rights under the Loan Agreement dated as of November 27, 1989, between the Corporation, as borrower, Lornaco, Inc., as agent, and the lenders parties thereto, as said agreement may be amended or modified from time to time (hereinafter referred to as the "Loan Agreement")."

FOURTH: Article V Section B.4. (c) (i) (5) of the Certificate of Incorporation is hereby amended by deleting such provision and replacing it in its entirety with the following language:

"(5) "Additional shares of Common stock" shall mean all shares of Common stock issued (or, pursuant to paragraph B.4.(c)(iii), deemed to be issued) by the Corporation after the Original issue Date, other than:

(A) Class A Common stock issued or issuable upon conversion of Preferred Stock or upon conversion of the corporation's Class B Common Stock; or

(B) the issuance of 1,100 shares of class B Common stock to Mitsui Nevitt Capital Corporation."

FIFTH: Article V Section B.5.(iii) of the Certificate of Incorporation is hereby deleted in its entirety, and each subsequent subsection are renumbered "(iii)," "(iv)," "(v)," "(vi)" and "(vii)," respectively.

SIXTH: That such amendments have been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware by the unanimous written consent of all of the stockholders entitled to vote in accordance with the provisions of

IN WITNESS WHEREOF, I have hereunto signed my name and affirm that the statements made herein are true this 6th day of December, 1990.

ENVIRONMENTAL DEVELOPMENT CORP.

/s/ Thomas H. Van Weelden

Thomas H. Van Weelden

Secretary

**AMENDED AND RESTATED BYLAWS
OF
ENVIRONMENTAL DEVELOPMENT CORP.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ARTICLES OF INCORPORATION

TO: JIM EDGAR, Secretary of State

I/We, the incorporator(s), being one or more natural persons of the age of twenty-one years or more or a corporation for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE The name of the corporation is: ENVIRONMENTAL RECLAMATION COMPANY

ARTICLE TWO The name and address of the initial registered agent and registered office are:

Registered Agent	<u>Henry E. Kramer</u>		
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	<u>600 Jackson Avenue</u>		
	<i>Number</i>	<i>Street</i>	<i>(Do not use P.O. Box) Suite #</i>
	<u>Charleston,</u>	<u>61920</u>	<u>Coles County</u>
	<i>City</i>	<i>ZIP Code</i>	<i>county</i>

ARTICLE THREE The duration of the corporation is XX perpetual OR _____ years.

ARTICLE FOUR The purposes for which the corporation is organized are:

See attached "Exhibit A"

ARTICLE FIVE Paragraph 1: The number of shares which the corporation shall be authorized to issue, itemized by class, series and par value, if any, is

Class	Series	*Par Value per share	Number of shares authorized
common	N/A	no par	10,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

None

ARTICLE SIX The number of shares which the corporation proposes to issue without further report to the Secretary of State, itemized by class, series, and par value, if any, and the consideration to be received by the corporation therefor (expressed in dollars) are:

Class	Series	*Par Value per share	Number of shares to be issued	Total consideration to be received therefor
common	N/A	no par	1,000	\$ 25,000.00
				\$
				\$
			Total	\$

* (Use NPV if no Par Value)

ARTICLE SEVEN The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE EIGHT The number of directors to be elected at the first meeting of the shareholders is 2.

ARTICLE NINE (Complete EITHER A or B)

o A. All the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or the incorporator(s) elect to pay the initial franchise tax on the basis of the entire consideration to be received for the issuance of shares.

o B. Paragraph 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$ _____

Paragraph 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____

Paragraph 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$ _____

Paragraph 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be: \$ _____

I/WE the incorporator(s) declare that I/we have examined the foregoing Articles of Incorporation and that the statements contained therein are, to the best of my/our knowledge and belief, true, correct and complete. Executed this 26th day of October, 1983.

(Signatures must be in ink. Carbon copy, xerox or rubber stamp signatures are not acceptable.)

NOTE: If a corporation acts as incorporator the name of the corporation and the state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

Signature and Names

Post Office Address

1. _____
Signature

1. W. Route 316, P.O. Box 73
Street

Carl Ball
Name (please print)

Charleston, Illinois 61920
City/Town State ZIP

2. _____
Signature

2. _____
Street

Name (please print)

City/Town State ZIP

3. _____
Signature

3. _____
Street

Name (please print)

City/Town State ZIP

The purposes for which the corporation is organized are:

- (1) To engage in the operation of a landfill business.
- (2) To manufacture, produce, acquire, distribute, buy, sell, lease, and trade, or deal in and with all types of goods, wares, and merchandise.
- (3) To acquire, own, use, convey, and otherwise dispose of and deal in real property or any interest therein.
- (4) To advise, manage, and provide all types of services not otherwise prohibited under the Illinois Business Corporation Act.

“Exhibit A”

This Space For Use By
Secretary of State

Date: 5-30-96

License Fee: \$
Franchise Tax: \$25
Filing Fee: \$

Clerk: BH

Submit in Duplicate

*Remit payment in Check or Money
Order payable to "Secretary of
State".*

JIM EDGAR
Secretary of State
State of Illinois

ARTICLES OF AMENDMENT

DO NOT SEND CASH!

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is Environmental Reclamation Company _____ (Note)

ARTICLE TWO The following amendment of the Articles of Incorporation was adopted on May 22, 1986 in the manner indicated below. ("X" one box only.)

- o By a majority of the incorporators provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
 - o By a majority of the board of directors, In accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
 - o By the shareholders, in accordance with Section 10.20, a resolution of this board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
 - o By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors have been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is: RESOLVED, that the Articles of Incorporation be amended to read as follows:)

RESOLVED, that the Articles of Incorporation be amended to change the name of the Corporation from Environmental Reclamation Company to C & E Properties, Inc.

(New Name)

All changes other than name, include on page 2
(over)

Resolution

FURTHER RESOLVED, that the purposes for which the Corporation is organized are restated as follows:

1. To acquire, retain, own, use, convey, lease and otherwise dispose of and deal in real property and personal property.
 2. To advise, manage and provide all types of services not otherwise prohibited under the Illinois Business Corporation Act.
-

ARTICLE THREE

The manner, if not set forth in the amendment, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No change")

NO CHANGE

ARTICLE FOUR

(a) The manner, if not set forth in the amendment, in which said amendment effects a change in the amount of paid-in capital* is as follows: (If not applicable, insert "No change")

NO CHANGE

(b) The amount of paid-in capital* as changed by this amendment is as follows: (If not applicable, Insert "No change")

NO CHANGE

Paid-in Capital	Before Amendment	After Amendment
	\$ _____	\$ _____

The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated May 29, 1986

ENVIRONMENTAL RECLAMATION COMPANY
(Exact Name of Corporation)

attested by /s/ Edna Ball
(Signature of Secretary or Assistant Secretary)
Secretary
(Type or Print Name and Title)

by /s/ Carl Ball
(Signature of President or Vice President)
President
(Type or Print Name and Title)

* "Paid-in Capital" replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.

AMENDED AND RESTATED BYLAWS
OF
ENVIRONMENTAL RECLAMATION COMPANY

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and

executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the

Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without

the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or

advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
EnvironTech, Inc.**

FIRST. The name of the Corporation is EnvironTech, Inc.

SECOND. The address of its registered office in the State of Delaware is 229 South State Street, in the City of Dover, County of Kent. The name of its registered agent at such address is United States Corporation Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000), all of one class, designated Common Stock, of the par value of one dollar (\$1.00) per share.

FIFTH. The name and mailing address of the incorporator is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Terence T. O'Meara	111 West Monroe Street Chicago, Illinois 60603

SIXTH. The name and mailing address of the persons who are to serve as directors until the first annual meeting of the stockholders or until their successors are elected and qualified, are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Diane M. Root	109 Sherwood Place Morris, Illinois 60450
Sonya A. Root	308 56th Street Des Moines, IA 50312
Stephen R. Kent	7604 E. Plaza Drive Scottsdale, AZ 85253

SEVENTH. For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders, it is further provided as follows:

- 7.1. The election of directors need not be by ballot.
- 7.2. The Board of Directors shall have power to make, alter or repeal By-Laws of the Corporation in the manner provided in the By-Laws of the Corporation (subject to the power of stockholders of the Corporation to amend, alter, or repeal any By-laws made by the Board of Directors).
- 7.3. Any director or any officer elected or appointed by the stockholders or by the Board of Directors may be removed at any time in such manner as shall be provided in the By-Laws.
- 7.4. No director shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission, except that he may be liable (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit."

EIGHTH. The Corporation is to have perpetual existence.

NINTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by Statute, and all rights conferred herein upon stockholders and directors are granted subject to this reservation.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that it is my act and deed and that the facts stated herein are true, and accordingly I have hereunto set my hand and seal this 19th day of December, 1986.

/s/ Terence T. O'Meara
Terence T. O'Meara

**AMENDED AND RESTATED BYLAWS
OF
ENVIRONTECH, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to

this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the

name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of

shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend

to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or

Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those

conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/02/1996
960096382 - 2609847

**CERTIFICATE OF FORMATION
OF
ENVOTECH-ILLINOIS L.L.C.
A LIMITED LIABILITY COMPANY**

FIRST: The name of the limited liability company is: Envotech-Illinois L.L.C.

SECOND: The address of the limited liability company's registered office in the state of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 2nd day of April, 1996.

/s/ Blaine A. Lamperski

Blaine A. Lamperski

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
ENVOTECH-ILLINOIS, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of November 4, 1998, by Liberty Waste Services of Illinois, L.L.C., an Illinois limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 **Formation.** The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation. This Agreement amends and restates in its entirety any previous operating agreement of the Company.

1.3 **Name.** The name of the company governed by this Agreement is Envotech-Illinois, L.L.C. (the "Company"). The name of the Company may be changed at any time by the Member.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 **Office.** The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect the provisions of this Agreement or any amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name of the sole Member is set forth in the heading of this Agreement.

2.2 Contributions of Member. The Member or its predecessor previously contributed capital to the Company, as reflected in the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a

certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 **Glossary.** For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Amended and Restated Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Capital Contribution**” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“**Certificate of Formation**” has the meaning given that term in Section 1.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement, or any other Person admitted as a Member pursuant to the terms of this Agreement. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Liberty Waste Services of Illinois, L.L.C.,
an Illinois limited liability company

By: /s/ Donald W. Slager

Its: Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/22/1997
971282077 - 2787433

CERTIFICATE OF INCORPORATION

FIRST: The name of the corporation is:

Workman Services, Inc.

SECOND: The address of the corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of Common Stock of the par value of \$.01 per share.

FIFTH: The name and mailing address of the incorporator are; Cindy Sabish, Kirkpatrick & Lockhart LLP, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In Furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer of the corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided however, that this provision shall not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article. The rights conferred by this Article shall not be exclusive of any other right which the corporation may now or hereafter grant, or any person may have or hereafter acquire, under any statute, provision of this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred by this Article shall continue as to any person who has ceased to be a director or officer of the corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

For the purposes of this Article, the term "authorized representative" shall mean a director, officer, employee or agent of the corporation or of any subsidiary of the corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the corporation or by any subsidiary of the corporation, or a person who it or was serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the corporation.

THE UNDERSIGNED, being the incorporator named above, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of August, 1997.

/s/ Cindy Sabish

Cindy Sabish, Incorporator

RESERVATION NO. 2787433

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WORKMAN SERVICES, NC.**

Workman Services, Inc., (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY;

FIRST: That at a meeting of the Board of Directors of the Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and directing that it be submitted to the stockholders of the Corporation for approval and adoption. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article FIRST of the Corporation's Certificate of Incorporation, shall be amended to read in its entirety as follows:

FIRST: The name of the Corporation is:

Evergreen Scavenger Services, Inc.

SECOND: That the said amendment has been consented to and authorized by the holders of all of the issued and outstanding stock entitled to vote by unanimous written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by Jeffrey D. Kendall, its duty authorized officer on this 1st day of October, 1997.

WORKMAN SERVICES, INC.

By: /s/ Jeffrey D. Kendall
President

RESERVATION NO. 2801837

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
EVERGREEN SCAVENGER SERVICES, INC.**

Evergreen Scavenger Services, Inc., (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of the Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and directing that it be submitted to the stockholders of the Corporation for approval and adoption, The resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article FIRST of the Corporation's Certificate of Incorporation, shall be amended to read in its entirety as follows:

FIRST: The name of the Corporation is:

Evergreen Scavenger Service, Inc.

SECOND: That the said amendment has been consented to and authorized by the holders of all of the issued and outstanding stock entitled to vote by unanimous written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by Jeffrey D. Kendall, its duly authorized officer on this 13th day of October, 1997.

EVERGREEN SCAVENGER SERVICES, INC.

By: /s/ Jeffrey D. Kendall
President

*STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/31/1997
971371534 - 2787433*

**AMENDED AND RESTATED BYLAWS
OF
EVERGREEN SCAVENGER SERVICE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
OF
EVERGREEN SCAVENGER SERVICE, L.L.C.
A Limited Liability Company**

FIRST: The name of the limited liability company is:

Evergreen Scavenger Service, L.L.C.

SECOND: The address of the limited liability company's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 11th day of July, 1997.

/s/ Cindy Sabish

Cindy Sabish

Authorized Person

CERTIFICATE OF AMENDMENT
OF
EVERGREEN SCAVENGER SERVICE, L.L.C.

1. The Name of the limited liability company is EVERGREEN SCAVENGER SERVICE, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of EVERGREEN SCAVENGER SERVICE, L.L.C. this 7th day of April, 1999.

/s/ Joy Lynn White

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
EVERGREEN SCAVENGER SERVICE, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of November 4, 1998, by Liberty Waste Services Limited, L.L.C., a Delaware limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation. This Agreement amends and restates in its entirety any previous operating agreement of the Company.

1.3 Name. The name of the company governed by this Agreement is Evergreen Scavenger Service, L.L.C. (the "Company"). The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect the provisions of this Agreement or any amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name of the sole Member is set forth in the heading of this Agreement.

2.2 Contributions of Member. The Member or its predecessor previously contributed capital to the Company, as reflected in the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Amended and Restated Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement, or any other Person admitted as a Member pursuant to the terms of this Agreement. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Liberty Waste Services Limited, L.L.C.,
a Delaware limited liability company

By: /s/ Donald W. Slager
Its: President

The Commonwealth of Massachusetts

KEVIN H. WHITE
Secretary of the Commonwealth
STATE HOUSE
BOSTON, MASS.

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)

NAME
(including given name in full)

POST OFFICE ADDRESS

We, FREDERICK P. McNAMARA, 15 Bloomfield Street, Springfield, Mass., KATHLEEN McNAMARA, 15 Bloomfield Street, Springfield, Mass., and FRANCIS P. TEHAN, 136 Westmorland Avenue, Longmeadow, Mass.

do hereby associate ourselves as incorporators with the intention of forming a corporation under the provisions of General Laws, Chapter 156B.

1. The name by which the corporation shall be known is:

F. P. McNAMARA RUBBISH REMOVAL INC.

2. The purposes for which the corporation is formed are as follows: To engage in the business of collecting and disposing of rubbish and waste of all kinds from commercial, industrial and residential properties. To enter into contracts and agreements relating to the collection of rubbish and waste. To acquire, buy, purchase, lease or otherwise real properties of all kinds, rights and interests therein. To build, as necessary, any structures employed in the collection and disposal of rubbish and waste. To acquire any and all equipment necessary to the collection and disposal of waste and rubbish. To acquire by sale or otherwise any business of a similar nature and generally to do all the things ordinarily done by those engaged in this line of business.

NOTE: If provisions for which the space provided-under Articles 2, 4, 5 and 6 is not sufficient additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 1/2" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

<u>CLASS OF STOCK</u>	<u>WITHOUT PAR VALUE</u>	<u>WITH PAR VALUE</u>	
	<u>NUMBER OF SHARES</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Preferred			
Common	1,000		

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

None

5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

See Sheet 5A

6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors, or stockholders, or of any class of stockholders:

The incorporators or directors of this corporation need not be stockholders in the Corporation.

If there are no provisions state "None".

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

7. The first meeting of the incorporators was duly held on the 23rd day of November 1966 at which by-laws of the corporation were duly adopted and at which the initial directors, president, treasurer and clerk, whose names are set out below, were duly elected.

8. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is: 15 Bloomfield Street, Springfield, Mass.

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation elected at the first meeting are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	FREDERICK P. McNAMARA	15 Bloomfield Street Springfield, Mass.	15 Bloomfield St. Springfield, Mass.
Treasurer:	FREDERICK P. McNAMARA	15 Bloomfield Street Springfield, Mass.	15 Bloomfield St. Springfield, Mass.
Clerk:	KATHLEEN McNAMARA	15 Bloomfield Street Springfield, Mass.	15 Bloomfield Street Springfield, Mass.
Directors:	FREDERICK P. McNAMARA	15 Bloomfield Street Springfield, Mass.	15 Bloomfield Street Springfield, Mass.
	KATHLEEN McNAMARA	15 Bloomfield Street Springfield, Mass.	15 Bloomfield Street Springfield, Mass.
	FRANCIS P. TEHAN	136 Westmoreland St. Longmeadow, Mass.	136 Westmoreland St. Longmeadow, Mass.

c. The date initially adopted on which the corporation's fiscal year ends is: December 31

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is: [ILLEGIBLE] 4th Wednesday of January

e. The name and business address of the registered agent, if any, of the corporation are: None

IN WITNESS WHEREOF, and under the penalties of perjury, we, the above-named INCORPORATORS, hereto sign our names, this 22nd day of December 1966.

/s/ Frederick P. McNamara

/s/ Kathleen McNamara

/s/ Francis P. Tehan

**AMENDED AND RESTATED BYLAWS
OF
F. P. MC NAMARA RUBBISH REMOVAL, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFIED TO BE A TRUE AND CORRECT COPY
[ILLEGIBLE] TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE
DEC 15 2000
/s/ [ILLEGIBLE]

SECRETARY OF STATE OF SOUTH CAROLINA

Jim Miles
SECRETARY OF STATE
FILED
DEC 15 2000
AM PM

7 8 9 1 0 1 1 1 2 1 2 3 4 5 6

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned deliver the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended is Flint Hill Road, LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is

c/o C T CORPORATION SYSTEM, 75 Beattie Place, Two Insignia Financial Plaza

Street Address

Greenville

City

29601

Zip Code

3. The initial agent for service of process of the Limited Liability Company is

C T CORPORATION SYSTEM

Name

Signature

and the street address in South Carolina for this initial agent for service of process is

c/o C T CORPORATION SYSTEM, 75 Beattie Place, Two Insignia Financial Plaza

Street Address

Greenville

City

29601

Zip Code

4. The name and address of each organizer is:

(a) Allied Waste North America, Inc.

Name

15880 N. Greenway-Hayden Loop, Suite 100

Street Address

Scottsdale

City

Arizona

State

85260

Zip Code

(b)

Name

Street Address

City

State

Zip Code

(Add additional lines if necessary)

5. Check this box only if the company is to be term company. If so, provide the term specified:

6. Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) _____
Name

_____ Street Address City

_____ State Zip Code

(b) _____
Name

_____ Street Address City

_____ State Zip Code

(c) _____
Name

_____ Street Address City

_____ State Zip Code

(d) _____
Name

_____ Street Address City

_____ State Zip Code

(Add additional lines if necessary)



Flint Hill Road, LLC

Name of Limited Liability Company

7. Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

Allied Waste North America, Inc. - - Sole Member (100% liable)

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
- _____

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer

/s/ Jo Lynn White

Jo Lynn White, Assistant Secretary
of Allied Waste, North America, Inc., Sole Member

Date December 13, 2000

(Add Additional lines if necessary)

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
3. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

4. The first annual report for a Limited Liability Company must be delivered to the Secretary of State between January first and April first of the calendar year after which the Limited Liability Company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State between January first and April first of the ensuing calendar years.

**OPERATING AGREEMENT
OF FLINT HILL ROAD, LLC**

This Operating Agreement (the "Agreement") of FLINT HILL ROAD, LLC (the "Company") is executed as of December 15, 2000, by ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is Flint Hill Road, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning undeveloped property, and to engage in any other activity permitted under South Carolina law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of South Carolina shall be c/o CT Corporation System, 75 Beattie Place, Two Insignia Financial Plaza, Greenville, South Carolina 29601, County of Greenville. The registered office may be changed to any other place within the State of South Carolina upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in South Carolina are CT Corporation System, 75 Beattie Place, Two Insignia Financial Plaza, Greenville, South Carolina 29601, County of Greenville. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents if there are more than one shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company
- (c) Upon the occurrence of any of the events described in § 33-44-801 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of termination has been filed with the South Carolina Secretary of State or until a decree dissolving the Company have been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of termination shall be executed and filed by the Member with the South Carolina Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of South Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the South Carolina Uniform Limited Liability Company Act of 1996, as set forth in the Code of Laws of South Carolina, 1976, Chapter 44, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation,
its Sole Member

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

FILED
 JAN 16 1986
 Administrator
 MICHIGAN DEPARTMENT OF COMMERCE
 Corporation & Securities Bureau

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received JAN 14 1986

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER

3	0	3	—	4	2	7
---	---	---	---	---	---	---

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
 (Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:
 KCL & K — M, Inc.

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares	50,000	Par Value Per Share	\$ 1.00
Preferred Shares		Par Value Per Share	\$
and/or shares without par value as follows:			
2. Common Shares		Stated Value Per Share	\$
Preferred Shares		Stated Value Per Share	\$

A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

c/o Kinney, Cook, Lindenfeld & Kelley
811 Ship Street, St. Joseph,

(Street Address)

(City)

Michigan

49085

(Zip Code)

2. The mailing address of the registered office if different than above:

c/o Kinney, Cook, Lindenfeld & Kelley
P.O. Box. 24, St. Joseph,

(P.O. Box)

(City)

Michigan

49085

(Zip Code)

3. The name of the resident agent at the registered office is: Paul J. Kelley

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

811 Ship Street

Paul J. Kelley, P.O. Box 24, St. Joseph, Michigan 49085

FILED
SEP 3-1986
Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received
AUG 25 1986

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

KCL & K — M, INC.

2. The corporation identification number (CID) assigned by the Bureau is:

3	0	3	—	4	2	7
---	---	---	---	---	---	---

3. The location of its registered office is:

c/o Kinney, Cook, Lindenfeld & Kelley
811 Ship Street, St. Joseph
(Street Address)

(City)

Michigan 49085
(Zip Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE I

The name of the corporation is:

FLL, Inc.

ARTICLE IV

1. The address of the registered office is:

16139 Red Arrow Highway, Union Pier, Michigan 49129

2. The name of the resident agent at the registered office is:

Paul D. Oselka

**AMENDED AND RESTATED BYLAWS
OF
FLL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as may be determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or

destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be

deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
FOREST VIEW LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is Forest View Landfill, LLC.

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 5th day of October, 1999.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ D. W. Slager
D. W. Slager, Vice President, Operations

**OPERATING AGREEMENT
OF FOREST VIEW LANDFILL, LLC**

This Operating Agreement (the "Agreement") of Forest View Landfill, LLC (the "Company") is executed as of October 5, 1999, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Forest View Landfill, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills and providing waste transportation services, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are: Allied Waste North America, Inc., a Delaware corporation, 15880 N. Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be determined by the Member. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically and to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them herein or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and

other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions

upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection

of the proceeds of such sale;

- (b) The election by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution have been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.7 hereof.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3 hereof.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Operating Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Steven M. Helm, Vice President - Legal

EXHIBIT A

Name and Address of Member	Initial Capital Contribution	Percentage Interest
Allied Waste North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$100.00	100%

CERTIFICATE OF LIMITED PARTNERSHIP

OF

FORT WORTH LANDFILL TX, L P

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Forth Worth Landfill TX, LP."

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Fort Worth Landfill TX, LP as of December 8, 1997.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation, General
Partner

By: /s/ D.W. Slager

D.W. Slager, President

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
FORT WORTH LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Fort Worth Landfill TX, LP (the "First Amendment") is entered into effective as of November 20, 1998 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

- A. Fort Worth Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 11, 1997, and the related Agreement of Limited Partnership of Fort Worth Landfill TX, LP, dated as of December 11, 1997 (the "Agreement") between AWLH and Laidlaw Waste Systems (Fort Worth) Inc., a Delaware corporation ("Laidlaw Fort Worth"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.
- B. Pursuant to an intra-company transfer, Laidlaw Fort Worth transferred its interest in the Partnership to AWSH.
- C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of Laidlaw Fort Worth's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of Laidlaw Fort Worth's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
FORT WORTH LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 11, 1997, by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner, and Laidlaw Waste Systems (Fort Worth) Inc., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Fort Worth Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers which may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers which the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;

- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;
- (e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;
- (f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;
- (g) make any and all elections for federal, state and local tax purposes;
- (h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and
- (i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

- (a) the identity of the General Partners or Limited Partners;
- (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;
- (c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or
- (d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The

officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets which does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature which do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership property, and the Partnership property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;

(b) To the payment of any debts and liabilities to the Partners; and

(c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered

personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1 Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in [Section 8.3](#).

12.16 "Transfer" has the meaning given that term in [Section 8.1](#) hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ James Eng
Its: Vice President

Laidlaw Waste Systems (Fort Worth) Inc.,
a Delaware corporation

By: /s/ G. Thomas Rochford
Its: Treasurer

EXHIBIT A

Names and Addresses of Partners:

	Initial Capital Contribution	Percentage Interest
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Laidlaw Waste Systems (Fort Worth) Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

FILED

[ILLEGIBLE]

By: /s/ [ILLEGIBLE]
Depty

**ARTICLES OF INCORPORATION
OF
FORWARD, INC.**

ONE: The name of this corporation is, "Forward, Inc."

TWO: The purposes for which this corporation is formed are: (a) To engage initially in the primary business of operating a refuse and garbage transfer station; to furnish facilities for the collection and transfer of garbage, waste, swill, industrial waste, commercial garbage, food processing waste and non-putrescible materials from a refuse transfer station to a garbage dump site.

(b) To engage in any one or more other businesses or transactions which the Board of Directors of this corporation may from time to time authorize or approve, whether related or unrelated to the business described in (a) above or to any other business then or theretofore done by this corporation.

(c) To exercise any and all rights and powers which a corporation may now or hereafter exercise.

(d) To act as principal, agent, joint venturer, partner or in any other capacity which may be authorized or approved by the Board of Directors of this corporation.

(e) To purchase, acquire, own, hold, lease, either as lessor or lessee, to pledge, mortgage, deed in trust, or otherwise encumber, to sell, exchange, or otherwise dispose of, to invest in, to improve, repair, alter, operate, and deal in and with, real and personal property of every sort, nature, and description and any and all interest therein.

(f) To acquire by purchase, lease, or otherwise, the business, goodwill, rights, assets, and property of any person, firm, association, or corporation, either with or without assuming the whole or any portion of the liabilities of said person, firm, association, or corporation, and to pay for the same in cash, in the stock or bonds of this corporation, or otherwise; to hold or to sell or otherwise dispose of all or any portion of the property so

[ILLEGIBLE]

so acquired; to operate or conduct in any lawful manner the whole or any portion of any business so acquired, and to have and to exercise such powers as may be necessary or convenient in, to or connected with, the management and operation of said business.

(g) To borrow money and issue bonds, debentures, notes, and evidences of indebtedness, and to secure the payment or performance of its obligations by pledge, mortgage, deed of trust, or otherwise.

(h) To acquire, subscribe for, hold, own, pledge, and otherwise dispose of, and represent shares of stock, bonds, and securities of any other corporation, domestic or otherwise.

(i) To purchase or otherwise acquire its own bonds, debentures, or other evidences of its indebtedness or obligations, and, subject to the provisions of Division I of the Corporations Code, to purchase or otherwise acquire its own shares.

(j) To engage in any business whatsoever which this corporation may deem convenient or proper in furtherance of any of the objects mentioned in this Article Two or otherwise, to the same extent and to the same effect as in the case of an individual; to qualify and to do business in any other state, territory, dependency, or foreign country, and to conduct business within or without the State of California.

(k) To supervise and manage all classes of properties, income bearing or otherwise, for other persons, corporations, and associations; to act as agent, broker or attorney in fact, on a commission basis or otherwise, for any person, corporation, or association; to negotiate sales, leases, mortgages, deeds of trust, and other encumbrances of property of other persons, corporations, associations, real, personal, and mixed wherever situated.

(l) To adopt, apply for, obtain, register, purchase, lease, or otherwise acquire, and to maintain, protect, hold, use, own, exercise, develop, operate, and introduce, and to sell, account licences or other rights in respect of, assign, or otherwise dispose of or turn to account any trade- marks, trade names, patents, patent rights, copyrights and distinctive marks and rights analogous thereto, and inventions, improvements, processes, formulas,

[ILLEGIBLE]

and the like, including such thereof as may be covered by, used in connection with, or secured or received under, letters patent of the United States of America or elsewhere, or otherwise, and to acquire, use, exercise, or otherwise turn to account licenses or other rights in respect of any such trade names, trade marks, patents, patent rights, copyrights, inventions, improvements, processes, formulas, and the like.

(m) To act as financial, commercial, or general agent of individuals, partnerships, trustees, associations, joint stock companies, corporations, or syndicates, and as such to develop and extend their business and to aid in any of their lawful enterprises insofar as a corporation organized under the laws of the State of California may lawfully do so.

(n) To adopt, and transact its business or any part thereof under a fictitious trade name, and to adopt such trade name for any branch of its business.

(o) To enter into any kind of contract or agreement, cooperative, or profit-sharing plan with its officers or employees that the corporation may deem advantageous or expedient or otherwise to reward or pay such persons for their services as the Directors may deem fit.

(p) To act as a real estate agent or broker and to engage in a general real estate business.

(q) The business or purpose of this corporation is, from time to time and at any time, to do one or more of the acts and things herein set forth, and to have all the powers, rights and privileges now or hereafter conferred by the laws of the State of California authorising the formation of corporations, provided, however, that nothing herein contained shall be deemed to authorize this corporation to carry on within this State any public utility business.

(r) The objects specified herein shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of these Articles. The objects, purposes, and powers specified in each of the clauses or paragraphs in these Articles shall be regarded as independent objects, purposes, or powers.

The foregoing shall be construed as objects and powers, and the

[ILLEGIBLE]

enumerations thereof shall not be hold to limit or restrict in any manner the general power new or hereafter conferred on this corporation by the laws of the State of California.

THREE: The county in the State of California where the principal office for the transaction of the business of this corporation is to be located is San Joaquin County.

FOUR: This corporation is authorized to issue only one class of shares of stock; the total number of shares shall be Seven hundred Fifty (750); the aggregate par value of all of said shares shall be Seventy-Five Thousand (\$75,000.00) Dollars; and cash par value of each of said shares shall be One Hundred (\$100.00) Dollars.

FIVE: So distinction shall exist between the shares of this corporation or the holders thereof.

SIX: (a) The number of the directors of this corporation shall be Four (A).

(b) The names and addresses of the persons who are appointed to act as the first directors of this corporation are:

NAME	ADDRESS
Frank J. Garavano	250 West Jackson Street Stockton , California
Irene E. Garavano	250 West Jackson Street Stockton, California
John L. Glambastianl	1155 West Mariposa Street Stockton, California
Lois Glambastiani	1155 West Mariposa Street Stockton, California

SEVEN: Before there can be a valid sale or transfer of any of the shares of this corporation by the holders thereof, the holder of the shares to I be sold or transferred shall first give notice in writing to the secretary of this corporation of his intention to sell or transfer such shares. Said notice shall specify the number of shares to be sold or transferred, the price per share and the terms upon which such holder intends to make such sale or transfer. The secretary shall, within five (5) days thereafter, mail or deliver a copy of said notice to each of the other shareholders of record of this corporation.

[ILLEGIBLE]

Such notice may be delivered to such shareholders personally or may be mailed to the last known addresses of such shareholders, as the same may appear on the books of this corporation. Within fifteen days after the mailing or delivering of said notices to such shareholders, any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in said notice shall deliver by mail or otherwise to the secretary of this corporation. written offer or offers to purchase a specified number or numbers of such shares at the price and upon the terms stated in said notice.

If the total number of shares specified in such offers exceeds the number of shares referred to in said notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in said notice to the secretary, as the number of shares of this corporation, which he holds, bears to the total number of shares held by all such shareholders desiring to purchase the shares referred to in said notice to the secretary.

If all of the shares referred to in said notice to the secretary are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares which thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

If none or only a part of the shares referred to in said notice to the secretary is purchased, as aforesaid, in accordance with offers made within said fifteen day period, the shareholders desiring to sell or transfer may dispose of all shares of stock referred to in said notice to the secretary not so purchased by the other share-holders, to any person or persons, he may so desire; provided, however, that he shall not sell or transfer such shares at lower price or on terms more favorable to the purchaser or transferee than those specified in said notice to the secretary.

Any sale or transfer, or purported sale or transfer, of the shares of said corporation shall be null and void unless the terms, conditions and provisions of this Article SEVEN are strictly observed and followed.

[ILLEGIBLE]

EIGHT: This corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by Statute, and all rights conferred open shareholders herein are granted subject to this reservation.

IN WITNESS THEREOF, for the purpose of forming this corporation under the laws of the State of California, we the undersigned, constituting the in corporators of this corporation, including the persons named hereinabove as the first directors of this corporation, have executed these Articles of Incorporation this 5th day of October, 1961.

/s/ Frank J. Garavano
Frank J. Garavano

250 West Jackson Street
Stockton, California

/s/ Irene B. Garavano
Irene B. Garavano

250 West Jackson Street
Stockton, California

/s/ John L. Giambastiani
John L. Giambastiani

1155 West Mariposa Street
Stockton, California

/s/ Lois Giambastiani
Lois Giambastiani

1155 West Mariposa Street
Stockton, California

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN JOAQUIN)

On this 5th day of October, 1961, before me IRVING M. CORREN, a Notary Public in and for the said County and State residing therein, duly commissioned and sworn, personally appeared FRANK J. GARAVANO, IRENE B. GARAVANO, JOHN L. GIAMBASTIANI and LOIS GIAMBASTIANI, known to me, to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same.

We WITNESS my hand and official seal.

/s/ Irving M. Corren
Notary Public in and for the County of
San Joaquin, State of California
My Commission Expires Jan. 14, 1963

[ILLEGIBLE]

AMENDED AND RESTATED BYLAWS
OF
FORWARD, INC.

(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder

entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders

and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President

and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or

Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid

by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FORM C A-47

BEFORE ATTEMPTING TO EXECUTE THESE BLANKS BE SURE TO READ CAREFULLY
THE INSTRUCTIONS ON THE BACK THEREOF.

(THESE ARTICLES MUST BE FILED IN DUPLICATE)

STATE OF ILLINOIS,

COOK COUNTY } ss.

TO ALAN J. DIXON, Secretary of State

The undersigned,

(Do not write in this space)

Date Paid	5-10-79
Initial License Fee	\$.50
Franchise Tax	\$ 29.117
Filing Fee	\$ 75.00
Clerk	\$ 104.67

Name	Number	Street	Address City	State
Fred Barbara	446 W. 29th St.	Chicago,	Illinois	60616

being one or more natural persons of the age of twenty-one years or more or a corporation, and having subscribed to shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation hereby incorporated is: Fred Barbara Trucking Co., Inc.

ARTICLE TWO

The address of its initial registered office in the State of Illinois is: 7610 W. North Avenue

Street, in the Village of Elmwood Pk., (60635) County of Cook and
(Zip Code)

the name of its initial Registered Agent at said address is: Anthony F. Spina

ARTICLE THREE

The duration of the corporation is: perpetual

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

(As per attached)

ARTICLE FIVE

PARAGRAPH 1: The aggregate number of shares which the corporation is authorized to issue is 100,000, divided into one classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If any)	Number of Shares	Par value per share or statement that shares are without par value
Common	none	100,000	No Par Value

PARAGRAPH 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

none

The purpose or purposes for which the corporation is organized are:

To own, operate, and maintain and to construct, acquire by purchase, lease, or otherwise railroads, railways, truck lines, bus lines, pipe lines, shipping lines, and airlines, and any other means of transportation now or hereafter in use for the transportation of passengers, freight, mail, express, baggage, goods, wares, merchandise, and other property of every kind and nature, and to conduct, engage in, and carry on the business of transportation of property of every class and description and of persons and by any means of transportation now or hereafter in use; and to own, operate, maintain, hold and use, purchase, construct, establish, lease or otherwise acquire, mortgage, create security interests in, and sell, or otherwise dispose of or deal with terminal properties and depots, freight and passenger station houses, storage facilities, machine and repair shops, freight, stock and repair yards, facilities of communication by telegraph, telephone, radio, television, or otherwise, power plants and power houses, grain and other elevators, wharves, docks, airports, laboratories, cars, locomotives, rolling stock motors, buses, trucks, automobiles, ships and vessels, aircraft, and all structures, tools, machinery, appliances, and appurtenances and any and all other property, real, personal, or mixed, and wheresoever situated, whether or not similar to any property above described, which may be necessary or useful in connection with the business of the Corporation.

To manufacture, assemble, repair, wreck, demolish, purchase, exhibit, demonstrate, sell, let, and deal in automobiles, motor trucks, trailers, motor cycles, motor boats, aircraft, and all kinds of vehicles, machines, and contrivances for the transfer, carriage, or transportation of goods, passengers, or mails, whether propelled by gas, electricity, steam, or other power; motors, engines, chassis, bodies, tires, lighting and starting systems, and all parts, accessories, and supplies for motor vehicles, boats, and aircraft of all kinds.

To engage in the business of a gasoline service station. To import, buy, or otherwise acquire, own, hold, use, export, sell, or otherwise dispose of, gasoline, kerosene, lubricating oils and greases, antifreezes, tires, batteries, and all other supplies and accessories necessary or convenient for servicing automobiles and other vehicles and automotive equipment, and generally to do all things customarily done by gasoline service stations, including, without limitation, servicing, repairing, lubricating, washing, waxing, and polishing automobiles and other vehicles.

To design, manufacture, buy and sell, and import and export supplies and accessories for automobiles, automobile trucks, and tractors of every make; to repair, reconstruct, and overhaul automobiles, automobile trucks and tractors of all kinds and makes.

To engage in the business of buying and selling gasoline, kerosene, lubricating oils and greases, anti-freezes, tires, and other supplies for automobiles and tractors. To establish, maintain, and operate a gasoline filling station; to repair tires and lubricate and wash cars; and to do everthing ordinarily done by those engaged in that line of business.

To buy or lease real estate and erect thereon a building or buildings for the storage of automobiles, automobile trucks, and tractors, or to buy or lease a building or buildings for that purpose and to engage in the business of storing by the hour, day, week, month, or year automobiles, automobile trucks, and tractors. As incidental to such business, to buy and sell accessories and supplies for automobiles, automobile trucks, and tractors and to repair and overhaul same.

ARTICLE SIX

The class and number of shares which the corporation proposes to issue without further report to the Secretary of State, and the consideration (expressed in dollars) to be received by the corporation therefor, are:

Class of shares
common

Number of shares
1,000

Total consideration to be
received therefor:
\$1,000.00
\$

ARTICLE SEVEN

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is: one

ARTICLE NINE

PARAGRAPH 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$_____

PARAGRAPH 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be \$_____

PARAGRAPH 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$_____

PARAGRAPH 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be \$_____

NOTE: If all the property of the corporation is to be located in this State and all of its business is to be transacted at or from places of business in this State, or if the incorporators elect to pay the initial franchise tax on the basis of its entire stated capital and paid-in surplus, then the information called for in Article Nine need not be stated.

Fred B Barbara

PAID

MAY 16 1979

} Incorporators

NOTE: There may be one or more incorporators. Each incorporator shall be either a corporation, domestic or foreign, or a natural person of the age of twenty-one years or more. If a corporation acts as incorporator, the name of the corporation and state of incorporation shall be shown and the execution must be by its President or Vice-President and verified by him, and the corporate seal shall be affixed and attested by its Secretary or an Assistant Secretary.

OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS

} ss.

COOK county

I, Anthony F. Spina, A Notary Public, do hereby certify that on the 30th day of April 1979 Fred Barbara personally appeared before me and being first duly sworn by me acknowledged the signing of the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Place
(NOTARIAL SEAL)
Here

/s/ [ILLEGIBLE]
Notary Public

FORM B C A-47

ARTICLES OF INCORPORATION

The following fees are required to be paid at the time of issuing Certificate of Incorporation: Filing fee \$75.00; Initial license fee of 50¢ per \$1,000.00 or 1/20th of 1% of the amount of stated capital and paid-in surplus the corporation proposes to issue without, further report (Article Six; Initial franchise tax of 1/10th of 1% of the issued, as above noted. However, the minimum initial franchise tax is \$25.00 and varies monthly on \$25,000, or less, as follows: January, \$37.50; February, \$35.42; March, \$33.33; April, \$31.25; May, \$29.17; June, \$27.08; July, \$25.00; August, \$22.92; September, 20.83; October, \$18.75; November, \$16.67; December, \$14.58; (Sec Sec. 133 BCA).

In excess of \$25,000, the franchise tax per \$1,000.00 is as follows: Jan., \$1.50; Feb., 1.4167; March, 1.3334; April, 1.25; May, 1.1667; June, 1.0834; July, 1.00; Aug., .9107; Sept., .8334; Oct. .75; Nov. .6667; Dec., .5834.

All shares issued in excess of the amount mentioned in article Six of this application must be reported within 60 days from date of issuance thereof, and franchise tax and license fee paid thereon; otherwise, the corporation is subject to a penalty of 1% for each month on the amount until reported and subject to a line of not to exceed \$500.00.

The same fees are required for a subsequent issue of shares except the filing fee is \$1.00 instead of \$25.00.

MAY 16 1979

/s/ [ILLEGIBLE]
secretary of State

(77553—75M—12-76)

**AMENDED AND RESTATED BYLAWS
OF
FRED BARBARA TRUCKING CO., INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the

Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation or Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against

such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

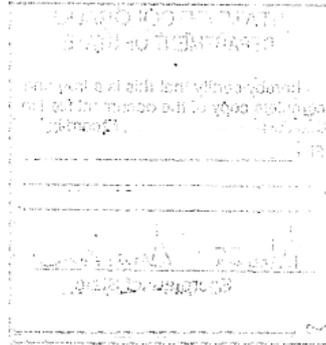
20011084612 C
\$ 100.00
SECRETARY OF STATE
04-25-2001 11:55:37

ARTICLES OF ORGANIZATION
OF
FRONTIER WASTE SERVICES (COLORADO), LLC

The undersigned, a natural person eighteen years of age or older, intending to organize a limited liability company pursuant to §§7-80-203, Colorado Revised Statutes (C.R.S.), delivers these Articles of Organization to the Colorado Secretary of State for filing, and states as follows:

- 1. The name of the limited liability company is Frontier Waste Services (Colorado), LLC.
- 2. The principal place of business of the limited liability company is 1675 Broadway, Denver, Colorado 80202.
- 3. The name, and the business address, of the registered agent for service of process on the limited liability company are: The Corporation Company, 1675 Broadway, Denver, Colorado 80202.
- 4. a. The management of the limited liability company is vested in managers rather than in members.

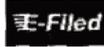
The name(s) and business address(es) of the initial manager(s) is (are):



Organizer (signature):
Signer's Name Printed:

/s/ Larry J. Martin
Larry J. Martin

COMPUTER UPDATE COMPLETE
MJ



Colorado Secretary of State
 Date and Time: 12/04/2008 07:48 AM
 ID Number: 20011084612

Document number: 20081629793
 Amount Paid: \$25.00

Document processing fee
 If document is filed on paper \$125.00
 If document is filed electronically \$ 25.00

Fees & forms/cover sheets are subject to change
 To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: **20011084612**

1. Entity name: **FRONTIER WASTE SERVICES (COLORADO), LLC**
(If changing the name of the limited liability company, indicate name BEFORE the name change)

2. New Entity name:
 (if applicable) _____

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

- "bank" or "trust" or any derivative thereof
- "credit union" "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

OR

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. *(Optional)* Delayed effective date:

(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

<u>White</u> <i>(Last)</i>	<u>Jo Lynn</u> <i>(First)</i>	<u></u> <i>(Middle)</i>	<u></u> <i>(Suffix)</i>
<u>18500 North Allied Way</u> <i>(Street name and number or Post Office Box information)</i>			
<u>Phoenix</u> <i>(City)</i>	<u>AZ</u> <i>(State)</i>	<u>85054</u> <i>(Postal/Zip Code)</i>	<u>United States</u> <i>(Country — if not US)</i>
<i>(Province — if applicable)</i>			

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box o and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ATTACHMENT TO
ARTICLES OF AMENDMENT OF
FRONTIER WASTE SERVICES (COLORADO), LLC
(ID #20011084612)

Paragraph 4 of the Articles of Organization of Frontier Waste Services (Colorado), LLC is hereby amended in its entirety as follows:

4. The management of the limited liability company is vested in the sole member rather than in managers. The name and address of the limited liability company's sole member is Frontier Waste Services, L.P., 18500 North Allied Way, Phoenix, Arizona 85054.

**OPERATING AGREEMENT
OF FRONTIER WASTE SERVICES (COLORADO), LLC**

This Operating Agreement (the "Agreement") of FRONTIER WASTE SERVICES (COLORADO), LLC (the "Company") is executed as of May 17, 2001, by FRONTIER WASTE SERVICES, L.P., a Texas limited partnership, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supercede and replace the Company's Regulations, dated April 25, 2001, in their entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is Frontier Waste Services (Colorado), LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Colorado law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Colorado shall be c/o The Corporation Trust Company, 1675 Broadway, Denver, Colorado 80202. The registered office may be changed to any other place within the State of Colorado upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Colorado are The Corporation Trust Company, 1675 Broadway, Denver, Colorado, 80202. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms of this Agreement. Upon the approval of any amendments by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company cash or other assets. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member in its sole discretion, shall periodically distribute cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 7-80-808 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution has been filed with the Colorado Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file articles of dissolution with the Colorado Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Colorado Limited Liability Company Act, as set forth in Title 7, Article 80 §7-80-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time.

"Capital Contribution" means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Frontier Waste Services, L.P.,
a Texas limited partnership
its Sole Member

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ D. W. Slager
Title: President

EXHIBIT A

Name and Address of Member
Frontier Waste Services, L.P.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Percentage
Interest

100%

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
FRONTIER WASTE SERVICES (UTAH), LLC**

Frontier Waste Services (Utah), LLC, a Utah Limited Liability Company, duly organized and existing under the laws of the state of Utah (the "Company"), does hereby amend and restate its Articles of Organization in accordance with Sections 48-2c-409 et. seq., Utah Code Annotated, as follows:

FIRST. The name of the Company is Frontier Waste Services (Utah), LLC.

SECOND. The Company's original Articles of Organization were filed in the State of Utah on April 26, 2001.

THIRD. The Company's Articles of Organization are amended and restated in their entirety as follows:

**ARTICLE I
NAME**

The name of the limited liability company is Frontier Waste Services (Utah), LLC (hereinafter the "Company").

**ARTICLE II
PERIOD OF DURATION**

The Company's duration shall continue through December 31, 2100, unless earlier terminated by law or pursuant to the Company's Operating Agreement.

**ARTICLE III
PURPOSES**

The Company is organized for any legal and lawful purpose of engaging in any lawful act or activity for which limited liability companies may be organized under the Utah Revised Limited Liability Company Act.

**ARTICLE IV
REGISTERED AGENT AND OFFICE; PRINCIPAL OFFICE**

The name and address of the registered agent of the Company is CT Corporation System. The address of the initial registered office and principal office of the Company is 50 West Broadway, Salt Lake City, Utah 84101. The director of the Division of Corporations and Commercial Code is hereby appointed as the registered agent of the Company for service of

process if the named registered agent has resigned, such agent's authority has been revoked, or such agent cannot be found or served with the exercise of reasonable diligence.

ARTICLE V
DESIGNATED OFFICE

The street address of the Company's designated office is c/o CT Corporation System, 50 West Broadway, Salt Lake City, Utah 84101.

ARTICLE VI
MANAGEMENT

The Company shall be managed by members. The name and address of the sole member of the Company is as follows:

Frontier Waste Services, L.P.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

ARTICLE VII
INDEMNIFICATION

The Company shall indemnify to the fullest extent permitted by the Utah Limited Liability Company Act any person or entity who was or is a party or is threatened to be made a party to any threat, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he, she or it is or was a member, manager or officer of the Company.

FOURTH: The foregoing amendment was adopted on September 25, 2005.

FIFTH: The amendment was adopted by the Members and any Managers of the Company as required by Section 48-2c-408(2) of the Utah Revised Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Organization as of the 25th day of September, 2005, in accordance with the requirements of Section 48-2c-409(4)(a) to be filed with the Division.

MEMBER:

Frontier Waste Services, L.P.

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation, general partner

By: /s/ Jo Lynn White
Its: Jo Lynn White, Secretary

ACCEPTANCE AS REGISTERED AGENT:

CT Corporation System

By: _____
Its: _____

841050

**OPERATING AGREEMENT
OF FRONTIER WASTE SERVICES (UTAH), LLC**

This Operating Agreement (the "Agreement") of FRONTIER WASTE SERVICES (UTAH), LLC (the "Company") is executed as of May 17, 2001, by FRONTIER WASTE SERVICES, L.P., a Texas limited partnership, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supercede and replace the Company's Regulations, dated April 26, 2001, in their entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is Frontier Waste Services (Utah), LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Utah law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Utah shall be c/o C T Corporation System, 50 West Broadway, Salt Lake City, Utah 84101. The registered office may be changed to any other place within the State of Utah upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Utah are C T Corporation System, 50 West Broadway, Salt Lake City, Utah 84101. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms of this Agreement. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company cash or other assets. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion, shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 48-2c-1213 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution has been filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member shall execute and file articles of dissolution with the Division of Corporations and Commercial Code of the Utah Department of Commerce.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Utah shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Utah Revised Limited Liability Company Act, as set forth in Title 48, Chapter 2c, § 48-2c-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Frontier Waste Services, L.P.,
a Texas limited partnership
its Sole Member

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ D. W. Slager

Title President

:

EXHIBIT A

Name and Address of Member

Frontier Waste Services, L.P.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Percentage
Interest

100%

W. Fox McKeithen
Secretary of State

ARTICLES OF ORGANIZATION
(R.S. 12:1301)



Domestic Limited Liability Company
Enclose \$60.00 filing fee
Make remittance payable to
Secretary of State

Return to: Commercial Division
P.O. Box 94215
Baton Rouge, LA 70804-9125
Phone (225)925-4704
Web Site: www.sec.state.la.us

STATE OF TEXAS Check one: Business Non Profit

PARISH/COUNTY OF HARRIS

1. The name of this limited liability company is: FRONTIER WASTE SERVICES OF LOUISIANA L.L.C.

2. This company is formed for the purpose of: (check one)

Engaging in any lawful activity for which limited liability companies may be formed.

(use for limiting activity)

3. The duration of this limited liability company is: (may be perpetual) PERPETUAL

4. Other provisions: _____

Signatures:

/s/ Larry Martin

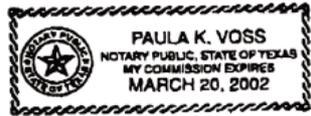
/s/ Mack Mandell

/s/ Lynn Raicliff

FOX MCKEITHEN
Secretary of State
Received & Filed
DATE OCT 4, 2000

Sworn to and subscribed before me, the undersigned Notary Public, on this date: OCTOBER 4, 2000

/s/ Paula K. Voss
Notary



(See instructions on back)



- The name of this limited liability company is: FRONTIER WASTE SERVICES OF LOUISTANA L.L.C.
- The location and municipal address, not a post office box only, of this limited liability company's registered office:
8550 United Plaza Boulevard Baton Rouge. LA 70809
- The full name and municipal address, not a post office box only, of each of this limited liability company's registered agent(s) is/are:
C T CORPORATION SYSTEM, 8550 United Plaza Boulevard, Baton Rouge. LA 70809
- The names and municipal addresses, not a post office box only, of the first managers, or the members:
LARRY MARTIN; 2100 WEST LOOP SOUTH, SUITE 1450, HOUSTON, TEXAS 77027
MACK MANDELL; 2100 WEST LOOP SOUTH, SUITE 1450, HOUSTON, TEXAS 77027
LYNN RAICLIFF; 2100 WEST LOOP SOUTH, SUITE 1450, HOUSTON, TEXAS 77027

To be signed by each person who signed the articles of organization:

/s/ Larry Martin _____

/s/ Mack Mandell _____

/s/ Lynn Raicliff _____

AGENT'S AFFIDAVIT AND ACKNOWLEDGEMENT OF ACCEPTANCE

I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named limited liability company.

Registered agent(s) signature(s):
CT CORPORATION SYSTEM

/s/ Victor Alfano _____
VICTOR ALFANO
ASSISTANT SECRETARY

Sworn to and subscribed before me, the undersigned Notary Public, on this date:

/s/ Paula K. Voss _____
Notary



(See instructions on back)

**OPERATING AGREEMENT
OF FRONTIER WASTE SERVICES OF LOUISIANA L.L.C.**

This Operating Agreement (the "Agreement") of FRONTIER WASTE SERVICES OF LOUISIANA L.L.C. (the "Company") is executed as of May 17, 2001, by FRONTIER WASTE SERVICES, L.P., a Texas limited partnership, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supercede and replace the Company's Regulations, dated October 4, 2000, in their entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is Frontier Waste Services of Louisiana L.L.C. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Louisiana law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Louisiana shall be c/o C T Corporation System, 8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809. The registered office may be changed to any other place within the State of Louisiana upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Louisiana are C T Corporation System, 8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Articles of Organization. The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms in this Agreement. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company cash or other assets. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member in its sole discretion, shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 12:1335 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution has been filed with the Louisiana Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file articles of dissolution with the Louisiana Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Louisiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Louisiana Limited Liability Company Act, as set forth in Chapter 22, §12:1301, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Frontier Waste Services, L.P.,
a Texas limited partnership
its Sole Member

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ D.W. Slager
Title: President

EXHIBIT A

Name and Address of Member

Frontier Waste Services, L.P.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Percentage
Interest

100%

MAY 5 1999

Corporations Section

STATE OF TEXAS
CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned General Partners, desiring to form a limited partnership under the provisions of the Texas Revised Limited Partnership Act, certify as follows:

1. The name of the partnership is Frontier Disposal, L.P.
2. The address of the partnership's registered office is 777 Post Oak Boulevard, Suite 400, Houston, Harris County, Texas 77056.
3. The name and address of the partnership's registered agent and registered office for service of process is Steelhammer & Miller, P.C. at Three Riverway, Suite 700, Houston, Texas 77056.
4. The address of the principal office where records are required to be kept or made available is 777 Post Oak Boulevard, Suite 400, Houston, Harris County, Texas 77056.
5. The name, mailing address, and street address of the business or residence of each general partner is as follows:

Name	Mailing Address	Business or Residence Address
Frontier Disposal (Texas), L.L.C.	777 Post Oak Blvd. Suite 400 Houston, Texas 77056	777 Post Oak Blvd. Suite 400 Houston, Texas 77056

6 This certificate of limited partnership shall be effective on the date of filing with the Secretary of State.

I affirm, under the penalties of perjury, that this certificate is executed on May 4, 1999, and to the best of my knowledge and belief, the facts stated in this certificate are true.

Executed on May 4, 1999.

**FRONTIER DISPOSAL (TEXAS), L.L.C., the
General Partner**

By: /s/ Robert H. Steelhammer
Robert H. Steelhammer, Vice President,
Secretary and Manager

FILED
In the Office of the
Secretary of State of Texas

MAR 31 2000

Corporations Section

**AMENDMENT TO
THE CERTIFICATE OF
LIMITED PARTNERSHIP
OF FRONTIER DISPOSAL, L.P.**

The undersigned General Partner of Frontier Disposal, L.P., a Texas limited partnership, certifies the following amendment to the Certificate of Limited Partnership that was filed on May 5, 1999 in the Office the Secretary of State:

Paragraph 1 of the Certificate of Limited Partnership is amended to read:

1. The name of the limited partnership is Frontier Waste Services, L.P.

This amendment to the certificate of limited partnership shall be effective on the date of filing with the Secretary of State.

I affirm, under penalty or perjury, that this Certificate of Amendment is executed on March 31, 2000 and, to the best of my knowledge and belief, the facts stated in this Certificate are true.

Dated: March 31, 2000

**FRONTIER DISPOSAL (TEXAS),
L.L.C., the General Partner**

By: /s/ Larry J. Martin
Larry J. Martin, Manager and
President

SEP 28 2005

Corporations Section

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
FRONTIER WASTE SERVICES L.P.

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its certificate of limited partnership and for that purpose submits the following certificate of amendment.

1. The name of the limited partnership is Frontier Waste Services, L.P.

2. The certificate of limited partnership is amended as follows:

Paragraph 5 of the Certificate of Limited Partnership is amended to read:

5. The name, mailing address, and street address of the business of the general partner is: Allied Waste Landfill Holdings, Inc., 15880 N. Greenway-Hayden Loop, #100, Scottsdale, Arizona 85260.

IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership on this 28th day of September, 2005.

FRONTIER WASTE SERVICES, L.P.

By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation, its general partner

/s/ Jo Lynn White

Jo Lynn White, Secretary

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

November 15, 2006

CT Corporation System
701 Brazos, Ste. 360
Austin, TX 78701 USA

RE: FRONTIER WASTE SERVICES, L.P.
File Number: 12011610
File Date: 11/14/2006

It has been our pleasure to file the amendment to the certificate or application of limited partnership for the referenced limited partnership. This letter may be used as evidence of the filing and payment of the filing fee.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

Phone: (512) 463-5555
Prepared by: Mary Ann Conkel

TTY: 7-1-1
Document: 151337080002

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

**Office of the Secretary of State
CERTIFICATE OF FILING
OF**

FRONTIER WASTE SERVICES, L.P.
Filing Number: 12011610

The undersigned, as Secretary of State of Texas, hereby certifies that an amendment to the certificate of limited partnership or the application for registration as a foreign limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 11/14/2006
Effective: 11/14/2006



/s/ Roger Williams
Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Mary Ann Conkel

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 151337080002

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
NOV 14 2006
Corporations Section

Entity Information

The name of the filing entity is:

Frontier Waste Services, L.P.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company

- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 0012011610

The date of formation of the entity is: 05/05/1999

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

o A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

o B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	TX <i>State</i>	<i>Zip Code</i>
-------------------------------------	-------------	---------------------------	-----------------

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

o **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

The new principal business address is: 18500 North Allied Way, Phoenix, Arizona 85054

o **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Form 424

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day-after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: November 6, 2006

/s/ Ryan N. Kenigsberg
Ryan N. Kenigsberg, Attorney-In-Fact

Signature and title of authorized person(s) (see instructions)

**AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
FRONTIER WASTE SERVICES, L.P.**

This Amended and Restated Agreement of Limited Partnership is entered into as of May 17, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the terms and conditions set forth in this Agreement. This Agreement shall supersede and replace the Agreement of Limited Partnership of Frontier Disposal, L.P. dated April 13, 1999, in its entirety.

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 below.

1.2 Formation. The Partnership was formed as a Texas Limited Partnership upon the filing of its certificate of limited partnership with the Texas Secretary of State on May 5, 1999. The Partners hereby agree to continue the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Frontier Waste Services, L.P. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Texas law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Texas shall be C T Corporation System, 350 North St. Paul Street, Dallas, County of Dallas. The registered office may be changed to any other place within the State of Texas by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Texas are C T Corporation System, 350 North St. Paul Street, Dallas, Texas 75201. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership commenced on May 5, 1999, the date on which the Partnership's certificate of limited partnership was filed with the Texas Secretary of State, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the Partnership's certificate of limited partnership

as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Texas. The Partners hereby authorize the General Partner to elect to become a registered limited liability partnership if, on the General Partner's direction, the General Partner determines it is appropriate to do so.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive (a) a credit to its Capital Account equal to the value of its Capital Contribution, and (b) a Percentage Interest in the Partnership, as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, unless such Partner agrees in writing to do so.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. During any period in which the Partnership is also a registered limited liability partnership, no Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership, except as specifically provided in the Act. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 below, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 below, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4 above, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;

(d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and

operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 **Indemnification.** To the fullest extent permitted by law, the Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 **Books and Records.** The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 **Tax Matters.** The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to **Exhibit A** to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 **General.** No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the other Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to **Section 8.3** below. Any purported Transfer that does not comply with the provisions of this **Section 8** shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 **Assignee of Partner's Interest.** If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of this **Section 8** (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to **Section 8.3** below, such Person:

(a) shall be an assignee of a Partner's interest, as provided in the Act;

(b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the other Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 above, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 above, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 above in the event any Person ceases to be a General Partner pursuant to Section 9.1 above; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 above, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 above and no Person named as a successor General Partner in Section 9.3 is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or the Limited Partners, by majority vote, if there is no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1 above.

Notwithstanding anything in Section 3 to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Texas Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 above, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the

Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 above.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Texas Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Texas Revised Limited Partnership Act, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with [Section 3.4](#).

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on [Exhibit A](#) to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on [Exhibit A](#) to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on [Exhibit A](#) hereto.

12.12 "Person" means any individual, partnership, limited partnership, corporation, limited liability company, trust, or other legal entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in

accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

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

EXHIBIT A

Names and Addresses of Partners

<u>General Partner:</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$10.00 cash	1%
<u>Limited Partner:</u>		
Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00 cash	99%

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)	FILED	Date Received JUN 26 1991
	JUN 28 1991	
	Administrator MICHIGAN DEPT OF COMMERCE Corporation & Securities Bureau	
	EFFECTIVE DATE:	
CORPORATION IDENTIFICATION NUMBER	284-097	

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

G. Van Dyken Disposal Inc.

Article II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

Article III

The total authorized shares:

1. Common Shares _____ 10,000

Preferred Shares _____

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

GOLD SEAL APPEARS ONLY ON ORIGINAL

ARTICLE VII (CONTINUED)

delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I (We), the incorporator(s) sign my (our) name(s) this 27th day of June, 1991.

/s/ Gerrit Van Dyken

/s/ Randall Van Dyken

/s/ Gerald Van Dyken

Gerrit Van Dyken

Randall Van Dyken

Gerald Van Dyken

GOLD SEAL APPEARS ONLY ON ORIGINAL

BY-LAWS
OF
G. VAN DYKEN DISPOSAL INC.

Adopted as of June 28, 1991

ARTICLE I
OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in Hudsonville, Michigan, except as the same may be changed from time to time by the Board of Directors.

Section 2. Registered Office and Resident Agent. As required by Section 241 of the Business Corporation Act, the Corporation shall maintain a registered office in the State of Michigan. The Corporation shall appoint a resident agent whose business address is identical with the registered office of the Corporation.

Section 3. Other Offices. The Corporation may have other offices at such other place or places within or without the State of Michigan as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II
SHAREHOLDERS

Section 1. Time and Place of Meetings. Shareholder meetings shall be held at the corporation's principal executive office during regular business hours or at such other time and place as the board of directors determines.

Section 2. Annual Meetings of Shareholders. Unless the shareholders have executed a written consent in lieu of an annual meeting of the shareholders pursuant to Section 15 of these By-laws, or as may be otherwise permitted by law, an annual meeting of shareholders shall be held at such date, time, and place as determined by resolution of the board of directors, but in no event later than 2.00 p.m. on the last Monday (or the next business day if that Monday is a holiday) of the 4th calendar month after the end of the corporation's fiscal year.

Section 3. Special Meetings. The board of directors, the Chairperson, or the President may call a special meeting of shareholders by giving notice of the meeting to each shareholder entitled to vote at the meeting.

Section 4. Notice. A written notice of any shareholders' meeting shall be mailed to each Shareholder of record not less than 10 days nor more than 60 days prior to such meeting, which notice shall state the authority pursuant to which it was issued and shall set forth the time and place of the meeting. In the case of special shareholders' meetings, the notice also shall state the purpose or purposes of the meeting.

Section 5. Adjournments. If a meeting is adjourned, it is not necessary to give notice of the adjourned meeting if (i) the date, time, and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and (ii) at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. If after the adjournment the board of directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with Section 4, above.

Section 6. Waiver of Notice. A shareholder or a shareholder's attorney-in-fact may waive the shareholder's right to notice before or after a meeting by a signed waiver of notice. A shareholder's attendance at a meeting will result in a waiver of objection to:

- (a) lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and
- (b) consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 7. List of Shareholders Entitled to Vote. The officer or agent having charge of the stock transfer books for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholder meeting or any adjournment thereof. The list shall be:

- (a) arranged alphabetically within each class and series, with the address of, and the number of shares held by, each shareholder;
- (b) produced at the time and place of the meeting;
- (c) subject to inspection by any shareholder at any time during the meeting; and

(d) prima facie evidence as to who are the shareholders entitled to examine the list or to vote at the meeting.

Failure to comply with the requirements of this Section shall not affect the validity of an action taken at the meeting before a shareholder makes a demand to comply with the requirements.

Section 8. Quorum. Unless a greater quorum is required by the articles of incorporation or statute, shares entitled to cast a majority of the votes at a shareholder meeting constitute a quorum at the meeting. The shareholders present in person or by proxy at the meeting are counted for the purpose of determining a quorum. Once a quorum is present, business may be conducted until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. Whether or not a quorum is present, the meeting may be adjourned by a vote of the shares present. When the holders of a class or series of shares are entitled to vote separately on an item of business, each class or series must have a quorum, as determined by this Section, for the purpose of transacting the item of business.

Section 9. Voting Rights. Except as otherwise provided by statute or the articles of incorporation, each share is entitled to one vote on each matter submitted to a vote.

Section 10. Vote Required. An action, other than the election of directors, to be taken by shareholder vote shall be authorized by a majority of the votes cast by shareholders entitled to vote on the action, unless a greater vote is required by statute, the articles of incorporation, or these bylaws. Unless the articles of incorporation provide otherwise, directors shall be elected by a plurality of votes cast. Shareholders may not cumulate their votes.

Section 11. Class Voting. If the articles of incorporation provide that a class of shares or a series of a class shall vote as a class, either generally or to authorize one or more specified actions, such voting as a class or series shall be in addition to any other required vote. Where voting as a class or series is required on an action other than the election of directors, the action shall be authorized by a majority of the votes cast by the holders of the class or series entitled to vote on the action, unless a greater vote is required by statute or the articles of incorporation.

Section 12. Electronic Participation in Meeting. A shareholder may participate in a shareholder meeting by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with the other participants, if all participants are advised of the communications equipment and the names of the participants in the meeting are disclosed to all participants. Such participation in a meeting constitutes presence in person at the meeting.

Section 13. Conduct of Meetings. Shareholder meetings shall be conducted as follows:

- (a) The chairperson of the meeting shall have absolute authority over matters of procedure.
- (b) If disorder arises that prevents the continuation of the business of the meeting, the chairperson may adjourn the meeting.
- (c) The chairperson may require any person who is not a shareholder of record or holding a proxy to leave the meeting.

Section 14. Business Transacted. The business effectively transacted at a shareholder meeting shall be confined to the following:

- (a) any matter specified in the notice;
- (b) any matter reasonably related to a matter specified in the notice; and
- (c) any matter (i) the consideration of which is not objected to by any shareholder attending the meeting, and (ii) notice of which is waived by all shareholders not attending the meeting.

Section 15. Action Without a Meeting. Any action required or permitted to be taken at a shareholder meeting may be taken without a meeting, without prior notice, and without a vote, if:

- (a) before or after the action all the shareholders entitled to vote at the meeting consent in writing; or
- (b) the articles of incorporation provide for shareholder action without a meeting, and consents in writing setting forth the action taken are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent under this subparagraph (b) must bear the date of signature of each shareholder who signs the consent and is not effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be made to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Section 16. Record Date.

(a) Shareholders Entitled to Notice and Vote. For the purpose of determining shareholders entitled to notice of and to vote at a shareholder meeting or an adjournment of a meeting, the board of directors may fix a record date, which may not precede the date on which the board adopts the resolution fixing the record date. The date may not be more than 60 nor less than 10 days before the date of the meeting. If a record date is not fixed, the record date for determination of shareholders entitled to notice of or to vote at a shareholder meeting shall be the close of business on the day next preceding the day on which notice is given or, if no notice is given, the day next preceding the day on which the meeting is held. When a determination of shareholders of record entitled to notice of or to vote at a shareholder meeting is made as provided in this Section, the determination applies to any adjournment of the meeting, unless the board of directors fixes a new record date under this Section for the adjourned meeting.

(b) Shareholders Entitled to Express Consent or Dissent. For the purpose of determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, the board of directors may fix a record date, which may not precede the date on which the board adopts the resolution fixing the record date and may not be more than 10 days after the board resolution. If a record date is not fixed and prior action by the board of directors is required with respect to the corporate action to be taken without a meeting, the record date is the close of business on the day on which the board resolution is adopted. If a record date is not fixed and prior board action is not required, the record date is the first date on which a signed written consent is delivered to the corporation as provided in these bylaws.

(c) Other Actions. For the purpose of determining shareholders entitled to receive payment of a share dividend or distribution, or allotment of a right, or for the purpose of any other action, the board of directors may fix a record date, which may not precede the date on which the board adopts the resolution fixing the record date. The date may not be more than 60 days before the payment of the share dividend or distribution, allotment of a right, or other action. If a record date is not fixed, the record date is the close of business on the day on which the board resolution relating to the corporate action is adopted.

Section 17. Proxies. A shareholder entitled to vote at a shareholder meeting or to express consent or dissent without a meeting may authorize one or more other persons to act for the shareholder by proxy. A proxy shall be signed by the shareholder or the shareholder's authorized agent or representative. The corporation may require a shareholder's agent or representative to present written evidence, satisfactory to the corporation, of authority to sign the shareholder's proxy. A proxy is not valid after the expiration of three years from its date unless otherwise provided in the

proxy. A proxy must be in writing and must be filed with the corporation at or before the meeting. A proxy need not be sealed, witnessed, or acknowledged.

ARTICLE III

DIRECTORS

Section 1. Number and Term of Directors. The board of directors shall consist of one or more directors as determined initially by the incorporator(s) and, thereafter, from time to time by the board of directors. A director need not be a shareholder. The first board of directors shall hold office until the first annual shareholder meeting. Directors shall be elected at each annual shareholder meeting, except as provided in Section 2 of this article, and each director shall hold office until a successor is elected and qualified. If shareholders of any class or series of shares have the exclusive right to elect one or more directors, those directors may be elected only by the vote of those shareholders.

Section 2. Vacancies. Except as otherwise provided in the articles of incorporation, a vacancy occurring in the board (including a vacancy resulting from an increase in the number of directors) may be filled by the shareholders, by the board or, if the directors remaining in office constitute fewer than a quorum, by the affirmative vote of a majority of the remaining directors. Except as otherwise provided in the articles of incorporation, if the holders of any class of shares or series are entitled to elect one or more directors to the exclusion of other shareholders, vacancies of that class or series may be filled by the holders of shares of that class or series. A vacancy that will occur at a specific date, by reason of resignation effective at a later date, may be filled before the vacancy occurs, but the newly elected or appointed director may not take office until the vacancy occurs.

Section 3. Removal. The holders of a majority of the shares entitled to vote for the election of directors may remove one or more directors with or without cause.

Section 4. Resignation. A director may resign by written notice to the corporation. A resignation is effective upon its receipt by the corporation or at a later time specified in the notice.

Section 5. Powers. The corporation's business and affairs shall be managed by or under the direction of the board of directors, except as otherwise provided by statute or the articles of incorporation.

Section 6. Directors' Compensation. The board of directors, by affirmative vote of a majority of directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation for a director's services to the corporation as a director or officer. Directors

may also be reimbursed for their expenses, if any, of attendance at each meeting of the board or a committee.

Section 7. Regular Meetings. Regular meetings of the board of directors shall be held at the date, time, and place that the board determines. A notice to directors is not required for a regular meeting, except that, when the board establishes or thereafter changes the schedule of regular meetings, or changes the date, time, or place of a previously scheduled regular meeting, notice of the action shall be given to each director who was absent from the meeting at which the action was taken.

Section 8. Special Meetings. The Chairperson, the President, or directors constituting at least one-third of the directors then in office may call a special meeting of the board of directors by giving notice to each director.

Section 9. Notice of Meetings. Except as otherwise provided by these bylaws, notice of the date, time, and place of each meeting of the board of directors shall be given to each director by either of the following methods:

(a) by mailing a written notice of the meeting to the address that the director designates or, in the absence of designation, to the last known address of the director, at least five days before the date of the meeting; or

(b) by delivering a written notice of the meeting to the director at least one full business day before the meeting, personally or by telecopier or telex, to the director's last known office or home.

Section 10. Waiver of Notice. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting, unless, at the beginning of the meeting or promptly upon the director's arrival, the director objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A director may waive notice in writing before or after a meeting.

Section 11. Purpose of Meetings. Neither the business to be transacted nor the purpose of a regular or special meeting need be specified in the notice or waiver of notice of the meeting. If the purpose is stated in the notice, the business transacted at the meeting is not limited to the purpose stated.

Section 12. Quorum and Required Vote. A majority of the directors then in office, or of the members of a committee of the board of directors, constitutes a quorum for the transaction of business, unless the articles of incorporation, these bylaws or, in the case of a committee, the board resolution establishing the committee, provide for a larger or smaller number. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the board or of the committee, unless the vote of a larger number is required by statute, the articles of

incorporation, these bylaws, or, in the case of a committee, the board resolution establishing the committee.

Section 13. Action by Written Consent. Action required or permitted to be taken under authorization voted at a meeting of the board of directors or a committee of the board may be taken without a meeting if, before or after the action, all members of the board then in office or of the committee consent to the action in writing. The written consents shall be filed with the minutes of the board or committee. The consent has the same effect as a vote of the board or committee for all purposes.

Section 14. Electronic Participation in Meeting. A member of the board of directors or of a committee of the board may participate in a meeting by means of conference telephone or similar communications equipment through which all persons participating in the meeting can communicate with each other. Such participation in a meeting constitutes presence in person at the meeting. A director must be permitted to participate in a meeting by such means if the director so requests.

Section 15. Committees of Directors. The board of directors may designate one or more committees consisting of one or more directors. The board may designate one or more directors as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. Unless prohibited by the board resolution creating the committee, in the absence or disqualification of a committee member, the committee members present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of the absent or disqualified member. A committee, to the extent provided in the board resolution creating the committee, may exercise all of the board's power and authority in the management of the business and affairs of the corporation, except that a committee may not: (i) amend the articles of incorporation; (ii) adopt an agreement of merger or consolidation; (iii) recommend to shareholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets; (iv) recommend to the shareholders a dissolution of the corporation or a revocation of a dissolution; (v) amend the bylaws of the corporation; or (vi) fill vacancies in the board of directors. Unless a resolution of the board of directors expressly so provides, a committee may not declare a distribution or dividend or authorize the issuance of stock. A committee exists, and each member serves, at the pleasure of the board. A committee may establish a time and place for regular meetings, for which no notice is required, except that, if the committee changes the date, time, or place of a regular meeting, notice of the change shall be given to each member who was absent from the meeting at which the change was made. Otherwise, a notice of a committee meeting shall be given in the same manner as a notice of a board meeting.

ARTICLE IV

OFFICERS

Section 1. Appointment. The board of directors, at its first meeting following appointment by the incorporator(s) and thereafter at its first meeting following the annual shareholder meeting, shall appoint a President, Secretary, and Treasurer and may elect from their number a Chairperson and one or more Vice Chairpersons. The board may also appoint one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers and agents that it deems necessary. The board of directors need not appoint or elect an officer to an office that is already filled and whose specified term has not expired. The same person may hold two or more offices, but an officer may not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law, the articles of incorporation, or these bylaws to be executed, acknowledged, or verified by two or more officers.

Section 2. Term, Removal, and Vacancies. An officer shall hold office for the term the board specifies upon election or appointment and until a successor is elected or appointed and qualified, or until the officer's death, resignation, or removal. The board may remove an officer with or without cause. An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a later date specified in the notice.

Section 3. Chairperson of the Board. The Chairperson of the board, if one is elected, shall preside when present at all meetings of the shareholders and the board of directors. The Chairperson shall perform any other duties and exercise any other authority that the board prescribes and, unless otherwise provided by board resolution, is an ex officio member of all committees. Except where by law the signature of the President is required, the Chairperson possesses the same power and authority as the President to make and execute contracts, instruments, papers, and documents of every kind in the name of and on behalf of the corporation.

Section 4. Vice Chairperson of the Board. During the unavailability or disability of the Chairperson, or while that office is vacant, the Vice Chairpersons, in the order the board designates, may exercise all of the powers and discharge all of the duties of the Chairperson. A Vice Chairperson shall perform any other duties that the board prescribes.

Section 5. President. The President shall be the corporation's chief executive officer and have the general control and management of its business, under the direction of the board. The President shall ensure that all orders and resolutions of the board are carried into effect. Unless the board specifically provides otherwise, the President shall be an ex officio member of all committees. The President shall perform all duties incident to the office of President and other duties that the board prescribes. The President may make and execute contracts, instruments, papers, and documents of every kind in the name and on behalf of the corporation, except when the board specifies the same to be done by another officer or agent. During the absence or disability of the Chairperson and the

Vice Chairpersons, or while those offices are vacant, the President shall preside over all meetings of the board of directors and the shareholders and perform all of the duties and have all of the power and authority of the Chairperson.

Section 6. Vice Presidents. The board may designate one or more Vice Presidents to perform the duties and exercise the authority of the President during the President's absence or disability. Each Vice President shall have the title and powers and perform the duties as may be assigned to him from time to time by the President or the board of directors. In the event of the President's absence or inability to act, the duties of his office, unless otherwise specified by these Bylaws, shall be performed by the Vice Presidents in the order of seniority or priority established by the Board of Directors and, when so acting, the duly authorized Vice President shall have all the powers of, and be subject to the restrictions upon, the President.

Section 7. Secretary. The Secretary shall: (a) cause to be recorded and maintained minutes of all meetings of the shareholders, the board of directors, and board committees in one or more books provided for that purpose; (b) cause to be given all notices required by resolution of the board of directors, the provisions of these Bylaws or law; (c) be custodian of the corporate records of the corporation; (d) keep a register of the post office address of each shareholder and director which shall be furnished to the Secretary by such shareholder or director; (e) have general charge of the stock transfer books of the corporation; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the board of directors.

Section 8. Treasurer. The Treasurer shall cause to be kept in books belonging to the corporation a full and accurate account of all receipts, disbursements, and other financial transactions of the corporation. The Treasurer shall perform other duties that the President assigns or the board prescribes.

Section 9. Assistant Secretaries and Assistant Treasurers. An Assistant Secretary or an Assistant Treasurer may perform any duty or exercise any authority of the Secretary or Treasurer, respectively. An Assistant Secretary or Assistant Treasurer also shall perform duties that the Secretary or the Treasurer, respectively, or the President assigns or that the board prescribes.

Section 10. Other Officers. The board of directors may appoint other officers to perform duties and exercise authority that the President assigns or the board prescribes.

Section 11. Compensation. The board of directors shall fix the compensation of the officers of the corporation. No officer shall be prevented from receiving such compensation by reason of the fact that he is also a director of the corporation.

ARTICLE V

INDEMNIFICATION

Section 1. Indemnification in Action by Third Party. The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (other than an action by or in the right of the corporation), whether civil, criminal, administrative, or investigative and whether formal or informal, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders and, with respect to a criminal action or proceeding, the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification in Action by or in Right of the Corporation. The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses, including attorney fees and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. Indemnification shall not be made for a claim, issue, or matter in which the person shall have been found liable to the corporation except to the extent authorized by statute.

Section 3. Expenses. To the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Section 1 or 2 of this Article, or in defense of a claim, issue, or matter in the action, suit, or proceeding, the corporation shall indemnify that person against actual and reasonable expenses, including attorney fees that person incurred in connection with the action, suit, or proceeding and an action, suit, or proceeding brought to enforce the mandatory indemnification provided in this Section.

Section 4. Authorization of Indemnification.

(a) An indemnification under Section 1 or 2 of this Article, unless ordered by a court, may be made by the corporation only as authorized in the specified case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or 2 of this Article and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation may be made in any of the following ways:

(1) By a majority vote of a quorum of the board of directors consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

(2) If a quorum cannot be obtained under Subsection (1) above, by majority vote of a committee duly designated by the board and consisting solely of two or more directors not at the time parties or threatened to be made parties to the action, suit, or proceeding.

(3) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways:

(A) By the board or its committee in the manner prescribed in Subsections (1) or (2) above.

(B) If a quorum of the board cannot be obtained under Subsection (1) above and a committee cannot be designated under Subsection (2) above, by the board.

(4) By all independent directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

(5) By the shareholders, but shares held by directors, officers, employees, or agents who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted.

(b) In the designation of a committee under Subsection (a)(2) or in the selection of independent legal counsel under Subsection (a)(3)(B), all directors may participate.

(c) If a person is entitled to indemnification under Section 1 or 2 for a portion of expenses, including reasonable attorney fees, judgments, penalties, fines,

and amounts paid in settlement, but not for the total amount, the corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

Section 5. Advances. The corporation may pay or reimburse the reasonable expenses incurred by a director, officer, employee, or agent who is a party or threatened to be made a party to an action, suit, or proceeding before final disposition of the proceeding if all of the following apply:

- (a) The person furnishes the corporation a written affirmation of the person's good faith belief that he or she has met the applicable standard of conduct set forth in Section 1 or 2 of this Article.
- (b) The person furnishes the corporation a written undertaking, executed personally or on the persons's behalf, to repay the advance if it is ultimately determined that the person did not meet the standard of conduct.
- (c) A determination is made that the facts then known to those making the determination would not preclude indemnification under this act.

The undertaking required by Subsection (b) above must be an unlimited general obligation of the person but need not be secured. Determinations of payments under this Section shall be made in the manner specified in Section 4.

Section 6. Other Indemnification Agreements. The indemnification or advancement of expenses provided by this Article is not exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation, these bylaws, or a contractual agreement. The total amount of expenses advanced or indemnified from all sources combined may not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided in Sections 1 to 6 of this Article continues as to a person who ceases to be a director, officer, employee, or agent and shall inure to the benefit of the person's heirs, executors, and administrators.

Section 7. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person's status as such, whether or not the corporation would have power to indemnify the person against the liability under Sections 1 to 6 of this Article.

Section 8. Constituent Corporation. For the purposes of this Article, "corporation" includes all constituent corporations absorbed in a consolidation or merger and the resulting or

surviving corporation, so that a person who is or was a director, officer, employee, or agent of the constituent corporation or is or was serving at the request of the constituent corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise whether for profit or not shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as the person would if the person had served the resulting or surviving corporation in the same capacity.

ARTICLE VI

SHARE CERTIFICATES AND TRANSFERS

Section 1. Share Certificates: Required Signatures. Except as otherwise required by the articles of incorporation or these bylaws and permitted by statute, shares of the corporation's stock shall be represented by certificates. Each certificate must be signed by one of the following: the Chairperson, a Vice Chairperson, the President, or a Vice President. Share certificates may be sealed with the seal of the corporation or a facsimile of the seal. The signatures of the officers may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee. The corporation may issue a certificate even though the officer who has signed or whose facsimile signature has been placed upon the certificate ceases to be an officer before the certificate is issued.

Section 2. Replacement of Certificates. The corporation shall issue a new certificate for shares in place of a certificate alleged to have been lost or destroyed. The board of directors may require the owner of the lost or destroyed certificate, or his legal representative, to give the corporation a bond or other security sufficient to indemnify the corporation against any claim that may be made against it on account of the lost or destroyed certificate or the issuance of a replacement certificate.

Section 3. Registered Shareholders. The corporation may treat the registered holder of a share as the absolute owner of the share and shall not be bound to recognize any equitable interest in or other claim to the share by any other person, whether or not the corporation has actual notice of the interest or claim, except as otherwise provided by law.

Section 4. Transfer Agent and Registrar. The board of directors may appoint a transfer agent and a registrar for the transfer and registration of its securities.

Section 5. Transfer of Shares. A sale, assignment, exchange, conveyance, gift, pledge, hypothecation, or other transfer of shares of the corporation's stock, whether by operation of law or otherwise, shall not be effective as to the corporation until recorded on the corporation's stock transfer books.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends or Other Distributions. By action of the board of directors, the corporation may declare and pay dividends or make other distributions as permitted by law.

Section 2. Voting of Securities. Unless the board directs otherwise, the Chairperson or the President, or, during their absence or disability, the Vice Presidents in the order that the board designates, may on behalf of the corporation attend and vote (or execute in the name or on behalf of the corporation a consent in writing in lieu of a meeting of shareholders or a proxy authorizing an agent or attorney-in-fact for the corporation to attend and vote) at any meeting of security holders of any corporation in which the corporation holds securities. At such meetings such person may exercise all rights incident to the ownership of such securities which the corporation might exercise if present. The board may confer this voting power upon any other person.

Section 3. Checks. The corporation's checks, drafts, and orders for the payment of money shall be signed in the name of the corporation in the manner and by the persons that the board of directors designates.

Section 4. Signing of Instruments. When the board or these bylaws authorize the signing of a contract, conveyance, or other instrument without specification of the signing officer, the Chairperson, the President, any Vice President, the Secretary, or the Treasurer may sign in the name and on behalf of the corporation and may affix the corporate seal to the instrument. The board may authorize other officers and agents to sign instruments in the name and on behalf of the corporation.

Section 5. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. This authority may be general or confined to specific instances. No loan or advance to, overdraft, or withdrawal by an officer, director, or shareholder of the corporation, other than in the ordinary and usual course of the business of the corporation and on the ordinary and usual terms of payment and security, shall be made or permitted, unless: (a) each such transaction shall be approved by a vote of two-thirds (2/3) of the members of the board of directors (excluding any director involved in such transaction); (b) a full and detailed statement of all such transactions and any payments shall be submitted at the next annual meeting of shareholders; and (c) the aggregate amount of such transactions less any repayments shall be stated in the next annual report to shareholders.

Section 6. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as the board of directors may select. Endorsements for deposits shall be made by the President, the Treasurer, or such other officers or agents designated by the board of directors.

Section 7. Corporate Books and Records. The corporation shall keep books and records of account and minutes of the proceedings of its shareholders, board of directors, and executive committee, if any. The books, records, and minutes may be kept outside the State of Michigan. The corporation shall keep at its registered office, or at the office of its transfer agent within or without the State of Michigan, records containing the names and addresses of all shareholders, the number, class and series of shares held by each, and the dates when they respectively became holders of record. Any of the books, records, or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The corporation shall convert into written form without charge any record not in written form, unless otherwise requested by a person entitled to inspect the record.

Section 8. Seal. The corporation may have a seal in the form that the board of directors determines. The seal may be used by causing it or a facsimile to be affixed, impressed, or reproduced.

Section 9. Fiscal Year. The fiscal year of the corporation shall be as determined by the board of directors.

ARTICLE VIII

AMENDMENTS

The shareholders or the board of directors may amend or repeal these bylaws or adopt new bylaws, unless the articles of incorporation or these bylaws provide that the power to adopt new bylaws is reserved exclusively to the shareholders or that the board may not alter or repeal these bylaws or any particular bylaw. Amendment of these bylaws by the board requires the vote of a majority of the directors then in office.

CERTIFICATE

The undersigned, being the Secretary of G. Van Dyken Disposal Inc., hereby certifies that the foregoing By-Laws were duly adopted by the Incorporators as of June 28, 1991, which adoption the Board of Directors of the Corporation ratified by written consent on even date therewith.

Dated at Hudsonville, Michigan as of the 28th day of June, 1991.

/s/ Gerald Van Dyken
Gerald Van Dyken, Secretary

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GALVESTON COUNTY LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Galveston County Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Galveston County Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010637022 — 3467835

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
GALVESTON COUNTY LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Galveston County TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Galveston County Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Galveston County Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
GALVESTON COUNTY LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Galveston County Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

Name and Addresses of Partners

	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner:		
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner:		
BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%



**OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION**
315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

WARREN RARY
Director

CATHY COX
Secretary of State

Registered agent, officer, entity status information via the Internet
<http://www.sos.state.ga.us/corporations>
TRANSMITTAL INFORMATION
GEORGIA LIMITED LIABILITY COMPANY

QUINTILIS B. ROBINSON
Deputy Director

DO NOT WRITE IN SHADED AREA — SOS USE ONLY

DOCKET # _____	PENDING # _____	CONTROL # _____	
DOCKET CODE _____	DATE FILED _____	AMOUNT RECEIVED _____	CHECK/ RECEIPT # _____
TYPE CODE _____	EXAMINER _____	JURISDICTION (COUNTY) CODE _____	

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.	021430394 LLC Name Reservation Number Gateway Landfill, LLC LLC Name	
2.	CT Corporation System Applicant/Attorney 1201 Peachtree Street, N.E. Address Atlanta Georgia 30361 City State Zip Code	Telephone Number
3.	15880 N. Greenway-Hayden Loop, Suite 100 Principal Office Mailing Address Scottsdale Arizona 85260 City State Zip Code	
4.	Corporation Process Company Name of Registered Agent in Georgia c/o Corporation Process Company, 180 Cherokee Street, N.E. Registered Office Street Address in Georgia Marietta Cobb GA 30060 City County State Zip Code	
5.	Name and Address of each organizer (Attach additional sheets if necessary) Jo Lynn White 15880 N. Greenway-Hayden Loop Scottsdale Arizona 85260 Organizer Address City State Zip Code Organizer Address City State Zip Code	
6.	Mail or deliver to the Secretary of State, at the above address, the following: 1) This transmittal form 2) Original and one copy of the Articles of Organization 3) Filing fee of \$75.00 payable to Secretary of State. Filing fees are NON-refundable. _____ /s/ Jo Lynn White Authorized Signature Member, Manager, Organizer or Attorney-in-fact (Circle one)	_____ July 17, 2002 Date

ARTICLES OF ORGANIZATION OF
GATEWAY LANDFILL, LLC

I.

The name of the Limited Liability Company is Gateway Landfill, LLC.

II.

Management of the Limited Liability Company is vested in one or more officers whose names and addresses are as follows.

Donald W. Slager, Executive Vice President
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

Terrance Brotherton, President
7111 Old Millington Road
Millington, Tennessee 38083

Dale L. Parker, Vice President
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

Thomas P. Martin, Treasurer
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

Jo Lynn White, Secretary
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

Randall Arnold, Vice President
3950 50th SW
Birmingham, Alabama 35221

Bill Bucher, Assistant Secretary
7111 Old Millington Road
Millington, Tennessee 38083

Jenny L. Apker, Assistant Secretary
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

This 17th day of July, 2002.

/s/ Jo Lynn White
Jo Lynn White
Organizer

SECRETARY OF STATE
2002 JUL 18 P 2:44
CORPORATIONS DIVISION

**ARTICLES OF CORRECTION
TO THE
ARTICLES OF ORGANIZATION
OF
GATEWAY LANDFILL, LLC**

Pursuant to Section 14-11-211 of the Georgia Limited Liability Company Act, Gateway Landfill, LLC, a Georgia limited liability company (the "Company") hereby submits the following Articles of Correction:

1. Articles of Organization of the Company were filed with the Georgia Secretary of State on July 18, 2002, a copy of which is attached hereto as Exhibit A (the "Articles of Organization").
2. Due to a clerical error, Article II is incorrect in its entirety because the management of the Company is vested in the members and not the officers of the Company.
3. The Articles of Organization are hereby corrected by deleting the text of Article II in its entirety and substituting new text to read as follows:

"The management of the limited liability company is vested in the members."

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has caused these Articles of Correction to be executed this 19th day of June, 2006.

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Steven M. Helm

Name: Steven M. Helm

Title: Vice President — Legal

**AMENDED AND RESTATED OPERATING AGREEMENT OF
GATEWAY LANDFILL, LLC**

This Operating Agreement is executed as of June 19th, 2006, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

- 1.1. Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.
 - 1.2. Formation. The parties formed the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization, as corrected.
 - 1.3. Name. The name of the Company is Gateway Landfill, LLC. The name of the Company may be changed at any time by the Member.
 - 1.4. Purpose. The purpose of the Company is to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under the Act and the laws of any jurisdiction in which the Company may do business.
 - 1.5. Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.
 - 1.6. Office. The registered office of the Company within the State of Georgia shall be CT Corporation System, 1201 Peachtree St., N.E., Atlanta, Georgia. The registered office may be changed to any other place within the State of Georgia upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.
 - 1.7. Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Georgia are Corporation Process Company, 180 Cherokee Street, N.E. Marietta, Georgia. The Company's agent for service of legal process may be changed upon the consent of the Member.
 - 1.8. Term. The term of the Company shall commence on the date the Articles of Organization are filed in Georgia, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.
 - 1.9. Articles of Organization. The Member shall cause Articles of Organization to be filed in the State of Georgia. The Member shall file any amendments or corrections to the Articles of Organization deemed necessary or appropriate by it to, among other matters, reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof.
-

Upon the approval of the Articles of Organization, or any amendments or corrections thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1. Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2. Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3. Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4. Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Section 2.2 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5. Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1. General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2. Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3. Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, intentional misconduct, knowing violation of law, gross negligence or any transaction for which the person received a personal benefit in violation or breach of any provision of this Agreement.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1. Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2. Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1. Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 14-11-603 of the Act,

7.2. Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof the Member may participate in the winding up of the Company as provided in Section 14-11-604 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of termination has been filed with the Georgia Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of and the establishment of any necessary reserves for all of the Company's debts and liabilities, including known and unknown claims in accordance with Sections 14-11-607 and 14-11-608 of the Act, and further including those debts and liabilities to the Member as a creditor, to the extent permitted by law;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3. Certificate of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of termination shall be executed and filed by the Member with the Georgia Secretary of State.

SECTION 8. MISCELLANEOUS

8.1. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4. Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6. Georgia Law. The laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7. Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Georgia Limited Liability Company Act, as set forth in Official Code of Georgia Ann. Tit. 14, § 14-11-100, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles of Organization” has the meaning given that term in Section 1.9 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a substituted or additional member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).
IN WITNESS WHEREOF, the Member has entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Steven M. Helm
Steven M. Helm, Vice President — Legal

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital Contribution
\$100.00

ARTICLES OF INCORPORATION
OF
GEK, INC.

The undersigned, for the purpose of forming a corporation under the Alabama Business Corporation Act, hereby adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation is GEK, Inc.

ARTICLE II

The term of the existence of the corporation is perpetual.

ARTICLE III

The objects for which the corporation is formed are to do and perform any and all things hereinafter set forth to the same extent that natural persons might or could do:

(a) To develop and operate a sanitary solid waste disposal facility. Reference to said facility shall not constitute a limitation to the operation of same; and to do and perform all acts or things incidental to the carrying on of said business;

(b) The corporation shall have the full power to borrow money from any person, firm or corporation; to make and issue notes, bills and other evidence of indebtedness and to secure the payment of same by mortgage, deposit of cash or otherwise and to do any and all things set forth in this certificate as the objects purposes and powers within the scope of the business herein designated and described;

Judge of Probate 35:00

Secretary of State 50:00

(c) The corporation shall have the full power to engage in activities relative to the operation of a sanitary solid waste disposal facility to the extent authorized and permitted by the laws of this State, to engage, employ and supervise such employees necessary therefor, and to the extent authorized by the laws of this State to do all things necessary and convenient for the general operation of such business, including the right to employ persons for the operation of such business;

(d) The corporation shall have the full power to own, lease and dispose of real estate and such other property which corporations may own;

(e) The corporation shall have the full power and authority to purchase, hold, sell and transfer the shares of its own capital stock; provided that it shall not use its funds or property for the purpose of acquiring its own shares of said capital stock when such use would cause any impairment of its capital, except as otherwise permitted by law, and provided further that shares of its capital stock belonging to it shall not be voted upon directly or indirectly;

(f) The corporation shall have the full power and authority to do any and all acts or things necessary or convenient to carry out the general objectives or purposes of its power, including but not limited to, the operation of a sanitary solid waste disposal facility and to do all things or acts authorized by the general laws of the State of Alabama regulating the activities of corporations in general.

The objects herein set forth, shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any particular clause or paragraph hereof, but the objects, purposes and powers specified in each of the clauses and paragraphs hereof shall be regarded as independent objects, purposes and powers, and shall be construed as objects, purposes and powers and the enumeration thereof shall not be held to limit or restrict in any manner, the general powers now or hereafter conferred on this corporation by the laws of the State of Alabama.

ARTICLE IV

The name and address of the initial registered agent of the corporation is:

Glen Kilgore
P. O. Drawer 1099
Main Street, East
Rainsville, AL 35986

ARTICLE V

The aggregate number of shares that the corporation has authority to issue is 1000, all of which shall be common shares with a par value of One Dollar (\$1.00).

ARTICLE VI

Before there can be a valid sale or transfer of any of the common shares to the corporation by any holder thereof, such holder shall first offer said shares to the corporation and then to the other holders of common shares in the following manner:

(a) Such offering shareholder shall deliver a notice in writing by mail or otherwise to the Secretary of the corporation stating the price, terms and conditions of such proposed sale or

transfer, the number of shares to be sold or transferred, and his intention to so sell or transfer such shares. Within ten (10) days thereafter, the corporation shall have the prior right to purchase such shares so offered at the price and on the terms and conditions stated in the notice; provided, however, that the corporation shall not at any time be permitted to purchase all of its outstanding voting shares. Should the corporation fail to purchase the shares at the expiration of the ten (10) day period, or prior thereto decline to purchase the shares, the Secretary of the corporation shall, within five (5) days thereafter, mail or deliver to each of the other common shareholders of record a copy of the notice given by the shareholder to the Secretary. Such notice may be delivered to the shareholders personally, or may be mailed to them at their last known address as such address may appear on the books of the corporation. Within ten (10) days after the mailing or delivering of the copies of the orders to the shareholders any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in the notice shall deliver by mail, or otherwise, to the Secretary of the corporation a written offer or offers, expressed to be acceptable immediately, to purchase a specified number of such shares at the price and on the terms stated in the notice. Each such offer shall be accompanied by the purchase price therefor with authorization to pay such price against delivery of the shares;

b) If the total number of shares specified in the offers to purchase exceeds the number of shares to be sold or transferred, each offering shareholder shall be entitled to

purchase such proportion of such shares as the number of shares of the corporation which he holds bears to the total number of shares held by all shareholders desiring to purchase the shares;

(c) If all the shares to be sold or transferred are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase proportion of those shares which remain thus undisposed of as the total number of shares which remain thus undisposed of as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment;

(e) If within said ten (10) day period, the offer or offers to purchase aggregate less than the number of shares to be sold or transferred, the shareholder desiring to sell or transfer such shares shall not be obligated to accept any such offer or offers as may dispose of all of the shares referred to in his notice to any person or persons whomsoever; provided, however, that he shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in his notice to the Secretary of the corporation;

(f) The certificates issued by the corporation evidencing ownership of shares of common stock shall bear a notation of this restriction on the transfer of stock on the corporation and shall refer to these Articles of Incorporation of details of this restriction.

ARTICLE VII

Each common shareholder of the corporation shall be entitled to full preemptive rights to acquire his or her proportional part of any unissued or treasury shares of the corporation, or securities of the corporation convertible into or carrying a right to subscribe to or acquire shares, which may be issued at any time by the corporation.

ARTICLE VIII

The name and post office address of the initial member of the Board of Directors chosen for the first year and until his respective successors are elected and qualified is:

Glen Kilgore
P.O. Box 1099
Main Street, East
Rainsville, AL 35986

ARTICLE IX

The name and address of the incorporator is:

Glen Kilgore
P.O. Drawer 1099
Main Street, East
Rainsville, AL 35986

ARTICLE X

The name and post office address of the officers for the first year is:

Glen Kilgore President / Sec. / Tres.
P.O. Box 1099
Main Street, East
Rainsville, AL 35986

ARTICLE XI

Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a written consent thereof is

applicable, and if such written consent is filed with the minutes of proceedings of the Board of Committee.

I, the undersigned, being the incorporator subscribe my name this the 26th day of November 1991.

/s/ Glen Kilgore
GLEN KILGORE

STATE OF ALABAMA
[ILLEGIBLE]

The undersigned authority a Notary Public in and [ILLEGIBLE] said State, in said County, hereby certify that GLEN KILGORE whose name is signed to the [ILLEGIBLE] Articles of Incorporation acknowledged before me on this day, that being informed of the contents he signed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26th day of November 1991.

/s/ [ILLEGIBLE]
NOTARY PUBLIC
Commission expires: [ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GEK, INC.**

Pursuant to the provisions of Section 10-2B-10.06 of the Alabama Business Corporation Act, GEK, Inc., an Alabama corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

I.

The name of the corporation is GEK, Inc. (the "Corporation").

II.

Article VI of the Articles of Incorporation is hereby deleted in its entirety.

III.

The Articles of Amendment to the Articles of Incorporation were duly adopted by unanimous consent of the Board of Directors of the Corporation and submitted to the shareholders for adoption on May 31, 1999.

IV.

The Articles of Amendment to the Articles of Incorporation were duly adopted in the manner prescribed by Section 10-2B-10.03 of the Alabama Business Corporation Act by the shareholders of the Corporation on May 31, 1999.

V.

The number of shares outstanding at the time of adoption of the Articles of Amendment and entitled to vote was One Thousand (1,000) shares of Common Stock, par value \$1.00 per share.

The total number of votes cast for the Amendment was One Thousand (1,000) shares of Common Stock, par value \$1.00 per share. There were no votes cast against the Amendment.

RECEIVED
JUL - 1 - 1999

Judge of Probate 10:00

IN WITNESS WHEREOF, the undersigned has signed these Articles of Amendment this 31st day of May, 1999.

GEK. INC.

By: /s/ R. C. Etherton

Its: President

STATE OF ALABAMA

DeKALB-COUNTY

I, PAUL THOMAS, Judge of Probate of DeKalb County, Alabama certifies that this is a true and correct copy of this instrument recorded in

CORP Record 7 Page 74-75

this the 28TH day of JUNE 1999

/s/ Paul Thomas

Judge of Probate

**AMENDED AND RESTATED BYLAWS
OF
GEK, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION

FIRST: The name of the corporation is:

General Refuse Rolloff Corp.

SECOND: The address of the corporation's registered office in the State of Delaware in 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of Common Stock of the par value of \$.01 per share.

FIFTH: The name and mailing address of the incorporator are: Cindy Sabish, Kirkpatrick & Lockhart LLP, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer of the corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided however, that this provision shall not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article. The rights conferred by this Article shall not be exclusive of any other right which the corporation may now or hereafter grant, or any person may have or hereafter acquire, under any statute, provision of this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred by this Article shall continue

as to any person who has ceased to be a director or officer of the corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

For the purposes of this Article, the term "authorized representative" shall mean a director, officer, employee or agent of the corporation or of any subsidiary of the corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the corporation or by any subsidiary of the corporation, or a person who is or was serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the corporation.

THE UNDERSIGNED, being the incorporator named above, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 25th day of March, 1998.

/s/ Cindy Sabish
Cindy Sabish, Incorporator

RESERVATION NO. 2873831

**AMENDED AND RESTATED BYLAWS
OF
GENERAL REFUSE ROLLOFF CORP.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



Prescribed by **J. Kenneth Blackwell**

Expedite this form
 Yes

Please obtain fee amount and mailing instructions from the Forms Inventory list (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Central Ohio: (614)466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ARTICLES OF ORGANIZATION
(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability Company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be:
General Refuse, Service of Ohio, L.L.C.

(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

SECOND: This limited liability company shall exist for a period of Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

1300 East 9th Street

(street address or post office box)

Cleveland

(city, village, or township)

Ohio

(state)

44114

(zip code)

Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

RECEIVED
SECRETARY OF STATE
2001 JAN-4 PM 4:22
CLIENT SERVICE CENTER

J. Kenneth Blackwell
Secretary of State

FOURTH: Purpose (optional)

IN WITNESS WHEREOF, we have hereunto subscribed our names on

12-27-00

(date)

Signed /s/ Randie G. Lawson
Randie G. Lawson,
President of General Refuse Service of
Mason County, Inc. — Manager

Name General Refuse Service of Mason County, Inc.



Prescribed by **J. Kenneth Blackwell**
 Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: [ILLEGIBLE]	
[ILLEGIBLE]	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
<input checked="" type="checkbox"/> No	PO Box 1028 Columbus, OH 43216

www.state.oh.us/sos
 e-mail: busserv@sos.state.oh.us

**Limited Liability Company Certificate of
 Amendment / Restatement / Correction**
(Domestic or Foreign)
 Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

<input type="radio"/> (1) Domestic Limited Liability Company <input checked="" type="checkbox"/> Amendment (129.LAM) <input type="radio"/> Restatement (142.LRA) <u>01/04/2001</u> <i>(Date of Organization)</i>	<input type="radio"/> (2) Foreign Limited Liability Company <input type="radio"/> Correction (135-LFC)
--	---

The undersigned authorized representative of General Refuse Service of Ohio, L.L.C. 1202367
(Name) *(Registration Number)*

The above stated Limited Liability Company does hereby certify that the undersigned is duly authorised to execute this certificate, and hereby certifies that the above named Limited Liability company the following:

Amend Restate Correct

[ILLEGIBLE]

Complete the information in this section if box (1) Restatement is checked, all sections below must be completed. If box (1) Amendment or box (2) Correction is checked only complete sections that applies.

FIRST: The name of said limited liability company shall be:

 (the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC" or "LLC")

SECOND: (OPTIONAL) This limited liability company shall exist for a period of _____

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is (OPTIONAL):
18500 North Allied Way
 (street address) *NOTE: P.O. Box Addresses are NOT acceptable.*
Phoenix AZ 85054
 (city, township, or village) (state) (zip code)

Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.

FOURTH: Purpose (OPTIONAL)

Complete the Information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent.

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street)

NOTE- P.O. Box Addresses are Not acceptable.

(City, Village or township)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or,
- B. the limited liability company falls to designate another agent when required to do so, or,
- C. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See Instructions)

/s/ Ryan N. Kenigsberg
Authorized Representative
Ryan N. Kenigsberg, Attorney-In-Fact

11/6/2006
Date

Authorized Representative

Date

Authorized Representative

Date

Last Revised May 2002

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF GENERAL REFUSE SERVICE OF OHIO, LLC**

This Amended and Restated Operating Agreement (the "Agreement") of **GENERAL REFUSE SERVICE OF OHIO, LLC** (the "Company") is executed as of December 1, 2008, by **BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Company's Operating Agreement dated March 25, 2001, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is **GENERAL REFUSE SERVICE OF OHIO, LLC**. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Company's Articles of Organization were filed with the Ohio Secretary of State on January 4, 2001, and were amended November 9, 2006 (the "Articles of Organization"). The Member shall file any amendments to the Articles of Organization deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in

accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The

President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 1705.47 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file a certificate of cancellation with the Ohio Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Ohio Limited Liability Company Act, as set forth in Ohio Rev. Code Ann. § 1705.01, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Articles of Organization” has the meaning given that term in Section 1.7.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

BFI Waste Systems of North America, LLC,
a Delaware limited liability company,
its Sole Member

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

EXHIBIT A

<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
BFI Systems of North America, LLC 18500 North Allied Way Phoenix, AZ 85054	\$100.00	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/23/1995
950063705 — 2493292

Prepared By: **WERB, TIGANI, HOOD & SULLIVAN**
300 DELAWARE AVE., 10TH FLOOR
P.O. Box 25046
Wilmington, DE 19899

**CERTIFICATE OF INCORPORATION
OF
GEORGIA RECYCLING SERVICES, INC.**

FIRST: The name of the corporation is Georgia Recycling Services, Inc.

SECOND: The address of its registered office in the State of Delaware is Werb, Tigani, Hood & Sullivan, 300 Delaware Avenue, 10th Floor, Wilmington, New Castle County, State of Delaware. The name of its Registered Agent at such address is Brian A. Sullivan.

THIRD: The nature of the business or purpose to be conducted or promoted is to engage in any lawful act or activity which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of common stock without par value.

FIFTH: The name and mailing address of the incorporator is as follows:

NAME	ADDRESS
Brian A. Sullivan	Werb, Tigani, Hood & Sullivan 300 Delaware Ave., 10th Floor P. O. Box 25046 Wilmington, DE 19899

SIXTH: The corporation is to have perpetual existence.

SEVENTH: The Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the corporation.

EIGHTH: No director shall have personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this Article shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for facts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of Title 8 of the Delaware Code; (iv) for any transaction from which the director derived an improper personal benefit.

NINTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in any manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, as the case may be, and/or stockholders or class of stockholders of this corporation agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

TENTH: Elections of directors need not be by written ballot unless the By-Laws of this corporation so provide.

I, the undersigned, being the incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, acknowledging the penalty of perjury, hereby declaring and certifying that this Instrument is my act and deed and the facts herein stated are true, pursuant to 8 Del. C. §103(b)(2) and accordingly have hereunto set my hand this 22nd day of March A.D., 1995.

/s/ Brian A. Sullivan

Brian A. Sullivan

**AMENDED AND RESTATED BYLAWS
OF
GEORGIA RECYCLING SERVICES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee

by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate

funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court

in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1

or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP

• **The Undersigned**, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

• **First:** The name of the limited partnership is Giles Road Landfill TX, LP.

• **Second:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the city of Wilmington ZIP Code: 19801.

The name of the Registered Agent at such address is The Corporation Trust Company.

• **Third:** The name and mailing address of each general partner is as follows:

Allied Waste Landfill Holdings, Inc.
15880 N Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

• **In Witness Whereof**, the undersigned has executed this Certificate of Limited Partnership as of 23rd day of August, A.D, 2005.

By: /s/ Jo Lynn White
General Partner

Name: Jo Lynn White, Secretary of GP
(type or print name)

**AGREEMENT OF LIMITED PARTNERSHIP OF
GILES ROAD LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of August 23, 2005, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Giles Road Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 “Capital Contribution” means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 “General Partner” means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. “General Partners” means all such Persons.

12.7 “Limited Partner” means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. “Limited Partners” means all such Persons.

12.8 “Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 “Partners” means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. “Partner” means any one of the Partners.

12.10 “Partnership” means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 “Percentage Interest” means, with respect to each Partner, a Partner’s interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 “Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 “Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 “Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Donald W. Slager
Name: Donald W. Slager
Its: President

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Name: Steven M. Helm
Its: Vice President

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Allied Waste Systems Systems, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

ARTICLES OF INCORPORATION

2654193

ENDORSED – FILED
in the office of the Secretary of State
of the State of California

JUN – 3 2004

KEVIN SHELLEY
Secretary of State

I.

The name of the corporation is Golden Bear Transfer Services, Inc.

II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name in the State of California of this corporation's initial agent for service process is:

Name C T Corporation System

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 1,000, par value \$.01 per share.

/s/ David A. Barclay
David A. Barclay, Incorporator



**AMENDED AND RESTATED BYLAWS
OF
GOLDEN BEAR TRANSFER SERVICES, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

GOLDEN TRIANGLE LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Golden Triangle Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Golden Triangle Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 12/12/2001
010638288 — 3468059

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
GOLDEN TRIANGLE LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Golden Triangle Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Golden Triangle TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Golden Triangle Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
GOLDEN TRIANGLE LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Golden Triangle Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

ARTICLES OF INCORPORATION
OF
GOLDEN WASTE DISPOSAL, INC.

ARTICLE I
NAME

The name of the corporation is "GOLDEN WASTE DISPOSAL, INC."

ARTICLE II
ORGANIZATION

The corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

ARTICLE III
PERIOD OF DURATION

The corporation has perpetual duration.

ARTICLE IV
PURPOSES

The corporation is a corporation for profit and is organized for the following purposes:

- A. Retail solid waste hauling/removal.
- B. The foregoing statement of purposes shall be construed as a statement of both purposes and powers, shall be liberally construed in aid of the powers of this corporation and the powers and purposes stated in each clause shall, except where otherwise stated, be in nowise limited or restricted by any term or provision of any other clause, and shall be regarded not only as independent purposes, but the purposes and powers stated

GREGORY C. SOWELL, P.C.
Attorney at Law
P.O. BOX 7766
TIFTON, GEORGIA 31793

shall be construed distributively as each object expressed, and the enumeration as to specific powers shall not be construed as to limit in any manner the general powers provided herein or granted by law, but are in furtherance of, and in addition to and not in limitation of the said general powers.

ARTICLE V
CAPITALIZATION

The aggregate number of shares which the corporation shall have authority to issue is 100,000, consisting of one class of common shares, all of such shares having no par value.

ARTICLE VI
REGISTERED OFFICE AND AGENT

- A. The address of the initial registered office of the corporation is P.O. Box 7766, 128 First Street, Suite 225, Tifton, Georgia 31793.
- B. The name of the corporation's initial registered agent at the address of the initial registered office is:
GREGORY C. SOWELL
- C. The prior written consent of the said appointed registered agent' is attached hereto.

ARTICLE VII
DIRECTORS

The initial board of directors, incorporators, and sole stockholders of the corporation are:

GREGORY C. SOWELL, P.C.
Attorney at Law
P.O. BOX 7766
TIFTON, GEORGIA 31793

RICHARD GOLDEN

1205 OLD OCILLA ROAD
TIFTON, GEORGIA 31794

R. E. "BUDDY" LINDSEY

ROUTE 1, BOX 40050
OMEGA, GEORGIA 31775

ARTICLE VIII
DIVIDENDS AND DISTRIBUTIONS

In accordance with the provisions of O.C.G.A. §§14-2-90 and 14-2-91, the Board of Directors of the corporation may, from time to time:

- A. declare and the corporation thereupon shall pay dividends on its outstanding shares in cash, property, or its shares;
- B. distribute to its shareholders out of capitol surplus of the corporation a portion of its assets, in cash or property; and
- C. take such other and further action not inconsistent with Georgia law and which are authorized with the affirmative vote of a majority of the outstanding shares.

The above declarations are subject, however, to the provision that none of the aforementioned payments shall be made when the corporation is insolvent and likewise subject to the further limiting provisions of the aforementioned Code sections.

IN WITNESS WHEREOF, the Articles of Incorporation have been executed by the duly authorized representative of the incorporator.

GREGORY C. SOWELL, P.C.
Attorney at Law
P.O. BOX 7766
TIFTON, GEORGIA 31793

GREGORY C. SOWELL, P.C.

BY: /s/ Gregory C. Sowell
GREGORY C. SOWELL
ATTORNEY FOR INCORPORATIONS

P.O. Box 7766
128 First Street
Tifton, Georgia 31793
912/382-0037

GREGORY C. SOWELL, P.C.
Attorney at Law
P.O. BOX 7766
TIFTON, GEORGIA 31793

BY-LAWS
OF
GOLDEN WASTE DISPOSAL, INC.

ARTICLE ONE
OFFICES

1.1 The address of the registered office of the corporation is:

P. O. Box 7766
128 First Street, Suite 225
Tifton, Georgia 31794.

ARTICLE TWO
CAPITAL STOCK

2.1 Certificates of stock shall be numbered in the order in which they are issued. They shall be signed by the president and secretary and the seal of the corporation shall be affixed thereto. On the stub of each certificate shall be entered the name of the person owning the shares, the number of shares, and the date of issue. Certificates of stock exchange or return shall be cancelled by the secretary and placed in their original place in the stock book.

2.2 Transfers of stock shall be made on the stock books of the corporation by the holder in person or by power of attorney, or surrender of the old certificate for such shares, duly assigned.

ARTICLE THREE
SHAREHOLDERS' MEETINGS

3.1 The annual meeting of stockholders of the corporation shall be held during the month of September of each year within or without the state of Georgia at such time and place as may from time to time be fixed by the board of directors.

3.2 At all meetings of stockholders, the holders of common stock shall be entitled to cast their one vote for each share of common stock, either in person or by written proxy.

3.3 Special meetings of the stockholders may be called at any time by the president or any holder or holders of as much as one-third of the outstanding capital stock of the corporation upon not less than ten nor more than thirty days' notice, either mailed to the last known address or personally given to each stockholder. Notice of a special meeting may be waived by instrument in writing. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof.

3.4 Notice of any special meeting of stockholders shall state the purpose or purposes for which the meeting is called.

3.5 At all meetings of stockholders a majority of the outstanding shares of stock shall constitute a quorum for the transaction of business, and no resolution or business shall be transacted without the favorable vote of a majority of the shares represented at the meeting and entitled to vote. A lesser number may adjourn from day to day.

3.6 Any action to be taken at a meeting of the stockholders of the corporation, or any action that may be taken at a meeting of the stockholders, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

ARTICLE FOUR
DIRECTORS

4.1 Subject to these by-laws, or any lawful agreement between the stockholders, the full and entire management of the affairs and business of the corporation shall be vested in the board of directors, which shall have and may exercise all of the powers that may be exercised or performed by the corporation.

4.2 The board of directors shall consist of not less than two nor more than five members, the precise number to be fixed by resolution of the stockholders from time to time.

They shall be elected at the annual meeting of the stockholders and shall serve for a term of one year and until their successors are elected. A majority of said directors shall constitute a quorum for the transaction of business. All resolutions adopted and all business transacted by the board of directors shall require the affirmative vote of a majority of the directors present at the meeting.

4.3 The directors may fill the place of any director which may become vacant prior to the expiration of his term, such appointment by the directors to continue until the expiration of the term of the director whose place has become vacant.

4.4 The directors shall meet annually following the annual meeting of the stockholders. Special meetings of the directors may be called at any time by the president or by any two directors, on two days' notice. Notice of any such meeting may be waived by instrument in writing. Attendance in person at such meeting shall constitute a waiver of notice thereof. The signature of any director approving the minutes of any meeting of the board of directors, entered thereon, shall be effective to the same extent as if such director had been present at the meeting. Any meeting of the board of directors may be held within or without the

state of Georgia at such place as may be determined by the person or persons calling the meeting.

4.5 Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

ARTICLE FIVE
OFFICERS

5.1 The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary and a treasurer. The officers shall be elected by the directors and shall serve at the pleasures of the board of directors.

5.2 The president shall be the chief executive officer of the corporation and shall have general and active management of the operation of the corporation. He shall be responsible for the administration of the corporation, including general supervision of the policies of the corporation, general and active management of the financial affairs of the corporation, and shall execute bonds, mortgages or other contracts under the seal of the corporation. He shall only borrow money on behalf of the corporation pursuant to specific authority from the board of directors. The president

shall have the authority to institute or defend legal proceedings when directors are deadlocked.

5.3 The vice-president shall perform such duties as are generally performed by vice-presidents. The vice-president shall perform such other duties and exercise such other powers as the board of directors or president shall request or delegate. The assistant vice-presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the board of directors or the president.

5.4 The secretary shall keep minutes of all meetings of the stockholders and directors and have charge of the minutes books, stock books and seal of the corporation and shall perform such other duties and have such other powers as may from time to time be delegated to him by the president or the board of directors.

5.5 The treasurer shall be charged with the management of the financial affairs of the corporation and shall have the power to recommend action concerning the corporation's affairs to the president.

5.6 Assistants to the secretary and treasurer may be appointed by and shall have such duties as shall be delegated to them by the president or the board of directors.

ARTICLE SIX
SEAL

6.1 The seal of the corporation shall be in such form as the board of directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, the signature of the company followed by the word "Seal" enclosed in parentheses or scroll, shall be deemed the seal of the corporation. The seal shall be in the custody of the secretary and affixed by him on the certificates of stock and such other papers as may be directed by law, by these by-laws or by the board of directors.

ARTICLE SEVEN
AMENDMENT

7.1 These by-laws may be amended at any meeting of the stockholders by the affirmative vote of a majority of the issued and outstanding common stock of the corporation.

ADOPTED this 26 day of Sept, 1988.

/s/ Betty E. Golden

BETTY E. GOLDEN,
Secretary Golden Waste Disposal, Inc.

APPROVED:

[SEAL]

/s/ Richard B. Golden

Richard B. Golden, President

C:19.1
By-Laws

A TRUE COPY

/s/ [ILLEGIBLE]

FILED
JUL 27 1994
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
GRANTS PASS SANITATION, INC.

ARTICLE I — NAME

The name of the corporation is Grants Pass Sanitation, Inc.

ARTICLE II — PURPOSES

The corporation is organized for the following purposes:

1. To buy, own, hold, sell, exchange, or otherwise dispose of and generally deal in and with properties, interests, and businesses of every kind; and
2. To transact any or all lawful business for which corporations may be incorporated under the Oregon Business Corporation Act.

ARTICLE III — SHARES

The number of shares the corporation is authorized to issue is 1,000 common shares.

ARTICLE IV — BOARD OF DIRECTORS

Any vacancy occurring in the board of directors, including but not limited to any directorship to be filled because of any increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors, or by the sole

remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office, if any.

ARTICLE V — INDEMNIFICATION

A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article V shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

B. Indemnification provided under this Article V shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person's heirs, personal representatives, and administrators.

C. The right to indemnification conferred by this Article V shall be considered a contract right between the corporation and the person entitled to indemnity under this Article V.

D. In addition to any rights set forth above in this Article V, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.

ARTICLE VI — REGISTERED OFFICE AND AGENT

The street address of the corporation's initial registered office and the name of its initial registered agent at that office are as follows:

Eric Sogge
1001 SW Fifth Avenue, Suite 1800
Portland, Oregon 97204-1194

ARTICLE VII — MAILING ADDRESS FOR NOTICES

The mailing address to which notices, as required by the Oregon Business Corporation Act, may be mailed is as follows:

c/o Eric Sogge
1001 SW Fifth Avenue, Suite 1800
Portland, Oregon 97204-1194

ARTICLE VIII — INCORPORATOR

The name and address of the incorporator are as follows:

Eric Sogge
1001 SW Fifth Avenue, Suite 1800
Portland, Oregon 97204-1194

/s/ Eric Sogge
Eric Sogge, Incorporator

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
GRANTS PASS SANITATION, INC.**

COPY
FILED
AUG 23 1999
SECRETARY OF STATE

1. The name of the corporation is Grants Pass Sanitation, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE V. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article V, or adoption of any provision of these Articles of Incorporation inconsistent with this Article V, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article V and pertains to any

act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article V unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article V shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VI. INDEMNIFICATION

“A. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VI shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“B. Indemnification provided under this Article VI shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“C. The right to indemnification conferred by this Article VI shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VI.

“D. In addition to any rights set forth above in this Article VI, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. One thousand shares of the corporation are outstanding, 1,000 votes are entitled to be cast on the amendments, 1,000 votes were cast for the amendments, and no votes were cast against the amendments.

Grants Pass Sanitation, Inc.

By /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
GRANTS PASS SANITATION, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION

FIRST: The name of the corporation is:

Great Lakes Disposal Service, Inc.

SECOND: The address of the corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of Common Stock of the par value of \$.01 per share.

FIFTH: The name and mailing address of the incorporator are: Cindy Sabish, Kirkpatrick & Lockhart LLP, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer of the corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided however, that this provision shall not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article. The rights conferred by this Article shall not be exclusive of any other right which the corporation may now or hereafter grant, or any person may have or hereafter acquire, under any statute, provision of this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred by this Article shall continue as to any person who has ceased to be a director or officer of the corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

For the purposes of this Article, the term "authorized representative" shall mean a director, officer, employee or agent of the corporation or of any subsidiary of the corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the corporation or by any subsidiary of the corporation, or a person who is or was serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the corporation.

THE UNDERSIGNED, being the incorporator named above, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 4th day of September, 1997.

/s/ Cindy Sabish

Cindy Sabish, Incorporator

**AMENDED AND RESTATED BYLAWS
OF
GREAT LAKES DISPOSAL SERVICE, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4, Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5, President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6, Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7, Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
GREAT PLAINS LANDFILL OK, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Great Plains Landfill OK, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 4th day of June, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Member

By: /s/ Steven M. Helm
Its: Vice President Legal
Steven M. Helm

**OPERATING AGREEMENT OF
GREAT PLAINS LANDFILL OK, LLC**

This Operating Agreement is entered into as of June 5, 1997 by and between Allied Waste North America, Inc., a Delaware corporation (“N.A.”) and Allied Waste Landfill Holdings, Inc., a Delaware corporation (“Holdings”), each individually referred to herein as a “Member,” and collectively as “Members.”

SECTION 1. DEFINITIONS; THE COMPANY

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 9.12 hereof.

1.2 **Formation.** The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 **Name.** The name of the Company is GREAT PLAINS LANDFILL OK, LLC. The name of the Company may be changed upon the consent of the Members.

1.4 **Purpose.** The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 **Intent.** It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a “partnership” for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a “partnership” for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 **Office.** The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Members. The Company may maintain a registered office in any state within which it does business at any location approved by the Members.

1.7 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company’s agent for service of legal process may be changed upon the consent of the Members.

1.8 **Term.** The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Members shall cause a Certificate of Formation to be filed in the State of Delaware. The Members shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Members in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Members in accordance with this Agreement, any Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The name, address and Percentage Interest of each Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Members. The Members shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Member shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Company as set forth on Exhibit A.

2.3 Additional Capital Contributions. No Member shall be obligated to make additional Capital Contributions to the Company, except upon the unanimous written consent of the Members.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the other Member. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) Liability of Members. No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make their Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require any Member to solicit or demand Capital Contributions from any other Member.

(d) Withdrawal. Except as provided in Section 7 hereof, no Member may voluntarily or involuntarily withdraw from the Company or terminate its interest therein without the prior written consent of the other Member. Any Member who withdraws from the Company in breach of this Section 2.4(d):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Company, on the same basis as if the Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4(d) shall be in lieu of any right the withdrawn member may have under Section 18-604 of the Act to receive a distribution or payment of the fair value of its interest in the Company.

2.5 Member Loans. Upon the approval of the Members, any Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Members. No Member shall be required to make a Member Loan unless such Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Members in proportion to their Percentage Interests, at such times as may be determined by the Members.

SECTION 4. ALLOCATIONS

4.1 Capital Accounts. A capital account shall be maintained for each Member in accordance with the Regulations, under uniform policies established by the Members.

4.2 Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

SECTION 5. MANAGEMENT

5.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Members under this Agreement, shall be made or taken upon concurrence of a Majority in Interest of the Members. The Members shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company. Any party dealing with the Company shall be permitted to rely absolutely on the signature of any Member as binding on the Company, without any duty of further inquiry regarding any approval of the Members required under this Agreement.

5.2 Delegation of Authority to Officers. The Members may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions duly adopted by the Members on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Members deem appropriate. The officers of the Company will be entitled to such compensation for their services as the Members may reasonably determine from time to time.

5.3 Communications. The Members shall promptly advise and inform each other of any transaction, notice, event or proposal directly relating to the management and operation of the Company or to its assets which does or could materially affect, either adversely or favorably, the Company, its business or its assets.

5.4 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Members and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. Each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents.

6.2 Tax Matters. N.A. is hereby appointed on behalf of the Company as the "tax matters partner" under the Code.

SECTION 7. TRANSFER OF COMPANY INTERESTS; NEW MEMBERS

7.1 General. No Member shall sell, assign, pledge, hypothecate, encumber or

otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Company without the consent of the other Member. A transferee of a Member's interest in the Company will be admitted as a Substituted Member only pursuant to Section 7.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 7 shall be void and shall not cause or constitute a dissolution of the Company.

7.2 Assignee of Member's Interest. If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 7.1 hereof (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 7.3 hereof, such Person:

- (a) shall be treated as an assignee of a Member's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Company with respect to the transferred interest, on the same basis as the transferring Member.

7.3 Substituted Members. No Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a "Substituted Member") without the written consent of all Members, which consent may be withheld or granted in the sole and absolute discretion of each Member.

SECTION 8. DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
 - (b) The unanimous election by the Members to dissolve the Company;
 - (c) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any member (a "Dissolution Event") if within 90 days after the occurrence of any such Dissolution Event, a Majority in Interest of the remaining Members affirmatively elects not to continue the Company; or
 - (d) The entry of a decree of dissolution under Section 18-802 of the Act.
-

8.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 8.1 hereof, the remaining Member(s) may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the remaining Member(s), or court-appointed trustee, if there are no remaining Members, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Members in satisfaction of any Member Loans which have not been satisfied pursuant to Section 8.2(b)(i); and

(iii) To the Members in accordance with Section 3.

Notwithstanding anything in Section 4 hereof to the contrary, any Profits, Losses and items thereof of the Company for the taxable year in which the liquidation of the Company occurs shall be allocated among the Members so as to adjust the Capital Accounts of the Members as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 8.

8.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of cancellation shall be executed and filed by the Members with the Delaware Secretary of State.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any notice, payment, demand or communication required or permitted

to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Company, to the Company at the address set forth in Section 1.6 hereof, or to such other address as the Company may from time to time specify by notice to the Members in accordance with this Section 9.1, or, if to a Member, to such Member at the address for such Member set forth on Exhibit A to this Agreement, or to such other address as the Member may from time to time specify by notice to the Company and the other Members in accordance with this Section 9.1. Any such notice shall be effective upon actual receipt thereof.

9.2 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 9.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 7 hereof.

9.3 **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

9.4 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.5 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.6 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

9.7 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

9.8 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Members.

9.9 **Waiver of Action for Partition.** Each of the Members waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

9.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any Member may take and all determinations which any Member may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Member.

9.12 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means the capital account maintained for each Member in accordance with Section 4.1 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Majority in Interest of the Members” means Members owning a simple majority of the Percentage Interests in the Company held by all Members.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Members” refers collectively to all

Persons who are designated as a "Member" pursuant to this definition.

"Net Cash Flow" means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as reasonably determined by the Members.

"Percentage Interest" means a Member's interest, expressed as a percentage, in Profits, Losses, and distributions of the Company as provided for in this Agreement. The Members' Percentage Interests are set forth opposite their names on Exhibit A hereto.

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Members to comply with the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Substituted Member" has the meaning given that term in Section 7.3 hereof.

"Transfer" has the meaning given that term in Section 7.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: V.P. Legal

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Secretary

EXHIBIT A

Names and Addresses of Members

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$ _____

Percentage
Interest
99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$ _____

1%

**PARTNERSHIP AGREEMENT
OF
GREEN VALLEY LANDFILL GENERAL PARTNERSHIP**

This Partnership Agreement is entered into as of December 9, 1999, between Allied Waste North America, Inc., a Delaware corporation, and Browning-Ferris Industries of Tennessee, Inc., a Tennessee corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Green Valley Landfill General Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Kentucky law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Partnership's "minimum gain," as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership's business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership's business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the "tax matters partner" pursuant to the Code, and the tax matters partner shall coordinate with the Partnership's accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of Sections 362.150 to 362.360 of the Kentucky Revised Statutes known as the Uniform Partnership Act, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Account" means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code Section 704(b) and Regulations promulgated thereunder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Vice President, Legal

Browning-Ferris Industries of Tennessee, Inc.,
a Tennessee corporation

By: /s/ Donald W. Slager
Its: Executive Vice President

EXHIBIT A

Names and Addresses of Partners	Initial Capital Contribution	Percentage Interest
Allied Waste North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%
Browning-Ferris Industries of Tennessee, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%

Microfilm Number _____

Filed with the Department of State on APR 12, 2001

[ILLEGIBLE]

Entity Number: 2999505

Secretary of the Commonwealth

CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY
DSCB: 15-8913 (Rev 95)

In compliance with the requirements of 15 Pa. C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby state(s) that

1. The name of the limited liability company is: Greenridge Reclamarion, LLC

2. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a)	Number and Street	City	State	Zip	County
(b) c/o:	C T Corporation System			Alleghney	County
	Name of Commercial Registered Office Provider				

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

3. The name and address, including street and number, if any, of each organizer are:

NAME	ADDRESS
Jo Lynn White	15880 N. Greenway-Hayden Loop, Ste. 100, Scottsdale, Arizona 85260

6. The specified effective date, if any is:

month	day	year	hour, if any

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

[ILLEGIBLE]

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 11th day of April, 2001

/s/ Jo Lynn White
(Signature)

(Signature)

(Signature)

**OPERATING AGREEMENT
OF
GREENRIDGE RECLAMATION, LLC**

This Operating Agreement (the "Agreement") of Greenridge Reclamation, LLC (the "Company") is executed as of April 12, 2001, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is Greenridge Reclamation, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of landfill operations, and to engage in any other activity permitted under Pennsylvania law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Pennsylvania shall be 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The registered office may be changed to any other place within the State of Pennsylvania upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Pennsylvania are CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the

Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Section 8971(a)(4) of the Act.
- (d) The entry of an order of judicial dissolution under Section 8972 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of dissolution has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of dissolution with the Pennsylvania Department of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Pennsylvania Limited Liability Company Act, as set forth in § 8901 et. seq. of the Pennsylvania Code, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Certificate of Organization**” has the meaning given that term in Section 1.7 hereof.

“**Capital Contribution**” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“**Company**” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“**Member**” means any Person identified as a Member in the heading to this Agreement.

“**Member Loans**” has the meaning given that term in Section 2.3 hereof.

“**Person**” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.

By: /s/ Steven M. Helm

Name: Steven M. Helm

Its: Vice President, Legal

EXHIBIT A

Name and Address of Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop, Ste. 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$100.00

Percentage
Interest
100%

Microfilm Number _____

Filed with the Department of State on APR 12, 2001

[ILLEGIBLE]

Entity Number: 2999506

Secretary of the Commonwealth

CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY
DSCB: 15-8913 (Rev 95)

In compliance with the requirements of 15 Pa. C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby state(s) that

1. The name of the limited liability company is: Greenridge Waste Services, LLC

2. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a)	Number and Street	City	State	Zip	County
(b) c/o:	C T Corporation System			Allegheny	
	Name of Commercial Registered Office Provider				County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

3. The name and address, including street and number, if any, of each organizer are:

NAME	ADDRESS
Jo Lynn White	15880 N. Greenway-Hayden Loop, Ste. 100, Scottsdale, Arizona 85260

6. The specified effective date, if any is:

month	day	year	hour, if any

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

[ILLEGIBLE]

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 11th day of April, 2001

/s/ Jo Lynn White

(Signature)

(Signature)

(Signature)

**OPERATING AGREEMENT
OF
GREENRIDGE WASTE SERVICES, LLC**

This Operating Agreement (the "Agreement") of Greenridge Waste Services, LLC (the "Company") is executed as of April 12, 2001, by Allied Waste North America, Inc., a Delaware corporation, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Organization.

1.3 Name. The name of the Company is Greenridge Waste Services, LLC. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of waste hauling, and to engage in any other activity permitted under Pennsylvania law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Pennsylvania shall be 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The registered office may be changed to any other place within the State of Pennsylvania upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Pennsylvania are CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Organization. The Member shall file any amendments to the Certificate of Organization deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member is set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, cash and property shall be distributed periodically to the Member in its sole discretion. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Executive Vice President, if there is one acting, or in the absence of an Executive Vice President, the Vice President or the Vice Presidents if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the

Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent setting forth the action to be taken is signed by the Member.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The election by the Member to dissolve the Company; or
- (c) Upon the Member becoming bankrupt or the occurrence of any event that terminates the membership of the Member in the Company as described in Section 8971(a)(4) of the Act.
- (d) The entry of an order of judicial dissolution under Section 8972 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of dissolution has been filed in accordance with Section 6.3 or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Company shall execute and file a certificate of dissolution with the Pennsylvania Department of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Pennsylvania shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“**Act**” means the Pennsylvania Limited Liability Company Act, as set forth in § 8901 et. seq. of the Pennsylvania Code, as amended from time to time (or any corresponding provisions of succeeding law).

“**Agreement**” means this Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“**Certificate of Organization**” has the meaning given that term in Section 1.7 hereof.

“**Capital Contribution**” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“**Company**” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“**Member**” means any Person identified as a Member in the heading to this Agreement.

“**Member Loans**” has the meaning given that term in Section 2.3 hereof.

“**Person**” means any individual, partnership, corporation, limited liability company, trust or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,

By: /s/ Steven M. Helm

Name: Steven M. Helm

Its: Vice President, Legal

EXHIBIT A

Name and Address of Member

Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop, Ste. 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$100.00

Percentage
Interest
100%

CERTIFICATE OF LIMITED PARTNERSHIP

OF

GREENWOOD LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

I. The name of the limited partnership is "Greenwood Landfill TX, LP."

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

Allied Waste Landfill Holdings, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership of Greenwood Landfill TX, LP, as of November 1, 2000.

ALLIED WASTE LANDFILL HOLDINGS, INC.,
a Delaware corporation,
General Partner

By: /s/ Donald W. Slager
Donald W. Slager, President

**AGREEMENT OF LIMITED PARTNERSHIP OF
GREENWOOD LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of November 8, 2000, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and ALLIED WASTE SYSTEMS HOLDINGS, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Greenwood Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the “Indemnified Parties”) from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys’ fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the “tax matters partner” under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever (“Transfer”) all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner’s interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner’s Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner’s interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court- appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

Allied Waste Systems Holdings, Inc.,
a Delaware corporation

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

EXHIBIT A

Name and Addresses of Partners

	Initial Capital Contribution	Percentage Interest
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: Allied Waste Systems Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010637008 - 3467833

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GULF WEST LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Gulf West Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Gulf West Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

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

**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
GULF WEST LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Gulf West TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Gulf West Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Gulf West Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
GULF WEST LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Gulf West Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

**ARTICLES OF INCORPORATION
OF
GULFCOAST WASTE SERVICE, INC.**

ARTICLE I — NAME

The name of this corporation is GULFCOAST WASTE SERVICE, INC.

ARTICLE II — PURPOSE

The corporation shall be authorised to transact all legal business of any nature.

ARTICLE III — CAPITAL STOCK

The capital stock authorized, the par value thereof, and the class of such stock shall be as follows:

Number of Shares Authorized	Par Value Per Share	Class of Stock
1,000	\$1.00	Common

ARTICLE IV — PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his prorata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

**ARTICLE V — INITIAL REGISTERED
OFFICE AND AGENT**

The street address of the initial principal and mailing office of this corporation is:

200 East Las Olas Blvd., Suite 1420
Ft. Lauderdale, FL 33301

and the name and address of the initial registered agent of this corporation is:

Name
Ronald R. Fieldstone

Address
2601 S. Bayshore Drive
Suite 1600
Miami, Florida 33133

ARTICLE VI — COMMENCEMENT

This corporation shall commence on the date on which these Articles are filed with the Secretary of State.

**ARTICLE VII — INITIAL
BOARD OF DIRECTORS**

This corporation shall have one director initially. The number of directors may be either increased or diminished from time to time by the By-Laws, but shall never be less than one. The names and addresses of the initial directors of this corporation are:

Name
Harris W. Hudson

Address
200 East Las Olas Blvd.
Suite 1420
Ft. Lauderdale, FL 33301

ARTICLE VIII — INCORPORATOR

The name and address of the person signing these Articles of Incorporation is;

Name
Harris W. Hudson

Address
200 East Las Olas Blvd.
Suite 1420
Ft. Lauderdale, FL 33301

ARTICLE IX — BY-LAWS

The power to alter, amend or repeal By-Laws shall be vested in the Board of Directors and the shareholders.

ARTICLE X — INDEMNIFICATION

The corporation shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted by law.

ARTICLE XI — AMENDMENT

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 13 day of April, 1995.

/s/ Harris W. Hudson
Harris W. Hudson
Subscriber and Director

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, authorized to take acknowledgments in the State and County set forth above, personally appeared Harris W. Hudson, who is known to me or who has produced _____ as identification and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 13 day of April, 1995.

/s/ Joanne T. Elliott
Signature

/s/ Joanne T. Elliott
Print (Notary's Name)
Notary Public, State of Florida

Notarial Seal:

**AMENDED AND RESTATED BYLAWS
OF
GULF COAST WASTE SERVICE, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/14/2000
001627758 - 3330104

CERTIFICATE OF FORMATION
OF
H LEASING COMPANY, LLC

1. Name. The name of the limited liability company is H Leasing Company, LLC.
2. Registered Office and Agent. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.
3. Authorized Person. The name and address of the authorized person is Richard B. Goldstein, Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of H Leasing Company, LLC this 14th day of December, 2000.

/s/ Richard B. Goldstein
Richard B. Goldstein
Authorized Person

**CERTIFICATE OF AMENDMENT
OF
H LEASING COMPANY, LLC**

1. The name of the limited liability company is H Leasing Company, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of H Leasing Company, LLC this 15th day of February, 2001.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation, Sole Member

By: /s/ Steven M. Helm
Steven M. Helm
Vice President, Legal

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 03/01/2001
010104717 — 3330104

Admission of Substituted Member

Reference is made to the Limited Liability Company Agreement of H Leasing Company, LLC, a Delaware limited liability company, dated as of April 30, 2001 (the "Agreement"), by and among American Ref-Fuel Company of Hempstead, a New York general partnership ("Transferor Member") and Allied Waste North America, Inc., a Delaware corporation (the "Manager"). On the date hereof, Transferor Member transferred its Interest (as defined in the Agreement) in H Leasing Company, LLC to BFI Energy Systems of Hempstead, Inc., a Delaware corporation (the "Transferee"). Terms not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section 10.6 of the Agreement, the Manager hereby consents to the admission of the Transferee to H Leasing Company, LLC and confirms that all requirements set forth in the Agreement for the admission of this substituted member have been complied with or otherwise waived.

The Transferee hereby becomes a party to the Agreement and hereby accepts and assumes all rights and obligations of the Transferor Member with respect to the Transferred Interest (as defined in the Agreement) set forth therein.

Dated: April 30, 2002

BFI ENERGY SYSTEMS OF HEMPSTEAD, INC.

By: /s/ Dale L. Parker

Name: **DALE L. PARKER**

Title: **VICE PRESIDENT**

Acknowledged and agreed:

ALLIED WASTE NORTH AMERICA, INC.

By: /s/ Thomas P. Martin

Name: **THOMAS P. MARTIN**

Title: **TREASURER**

LIMITED LIABILITY COMPANY AGREEMENT

OF H LEASING COMPANY, LLC

By and Among

AMERICAN REF-FUEL COMPANY OF HEMPSTEAD

and

ALLIED WASTE NORTH AMERICA, INC.

as Members,

and Managers

THE INTERESTS (AS DEFINED HEREIN) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER THE INTERESTS NOR ANY BENEFICIAL INTEREST THEREIN MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (OTHER THAN AS A RESULT OF EXERCISE OF THE PUT OPTION OR THE CALL OPTION (AS DEFINED HEREIN)) EXCEPT UPON DELIVERY TO THE COMPANY OF A TRANSFEROR CERTIFICATE AND A TRANSFEREE CERTIFICATE AS HEREIN PROVIDED AND AS PERMITTED BY THE FOLLOWING SENTENCES. EACH MEMBER (AS DEFINED HEREIN), BY ITS EXECUTION OF THIS AGREEMENT (AS DEFINED HEREIN), REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER ITS INTEREST EXCEPT (A) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE AND, IF REQUESTED BY THE COMPANY, UPON DELIVERY OF AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY); (B) TO THE COMPANY OR ITS AFFILIATES; OR (C) PURSUANT TO THE EXERCISE OF THE PUT OPTION OR THE CALL OPTION, AS THE CASE MAY BE, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

TABLE OF CONTENTS

	Page
ARTICLE I THE COMPANY	1
1.1 Formation	1
1.2 Name	1
1.3 Purposes; Powers	1
1.4 Principal Place of Business	2
1.5 Term	2
1.6 Filings; Agent for Service of Process	2
1.7 Title to Properties	3
1.8 Payments of Individual Obligations	3
1.9 Independent Activities; Transactions with Affiliates	3
1.10 Definitions	4
1.11 Other Terms	14
ARTICLE II MEMBERS' CAPITAL CONTRIBUTIONS	15
2.1 Capital Contributions	15
ARTICLE III ALLOCATIONS	16
3.1 Profits	16
3.2 Losses	16
3.3 Special Allocations	16
3.4 Curative Allocations	17
3.5 Other Allocation Rules	18
3.6 Tax Allocations: Code Section 704(c)	18
ARTICLE IV DISTRIBUTIONS	19
4.1 Distributions	19
4.2 Amounts Withheld	20
4.3 Limitations on Distributions	20
ARTICLE V MANAGEMENT	20
5.1 The Manager	20
5.2 Restrictions on Authority of the Manager	22
5.3 Special Provisions Following Occurrence of Bankruptcy of Manager	24

	Page
5.4 Duties and Obligations of the Manager and the Special Purpose Manager	24
5.5 Management Fee/Expenses	25
ARTICLE VI ROLE OF MEMBERS	26
6.1 Rights or Powers	26
6.2 Meetings of the Members	26
6.3 Withdrawal/Resignation	27
6.4 Member Compensation	27
6.5 Members Liability	27
6.6 Partition	27
6.7 Transactions Between a Member and the Company	28
6.8 Other Instruments	28
6.9 Other Covenants	28
ARTICLE VII INDEMNIFICATIONS	29
7.1 Indemnification of the Company, the Managers and the Members	29
7.2 Indemnification Procedures	30
ARTICLE VIII ACCOUNTING, BOOKS AND RECORDS	32
8.1 Accounting, Books and Records	32
8.2 Reports	33
8.3 Tax Matters	34
ARTICLE IX AMENDMENTS	35
9.1 Amendments	35
ARTICLE X TRANSFERS	36
10.1 Restrictions on Transfers	36
10.2 Permitted Transfers	36
10.3 Conditions to Permitted Transfers	36
10.4 Prohibited Transfers	37
10.5 Rights of Unadmitted Assignees	38
10.6 Admission of Substituted Members	38
10.7 Distributions and Allocations in Respect of Transferred Interests	38
ARTICLE XI [Intentionally deleted]	39
ARTICLE XII DISSOLUTION AND WINDING UP	39

	Page
12.1 Dissolution Events	39
12.2 Winding Up	40
12.3 Alternative Methods of Distributions	41
12.4 Rights of Members	42
12.5 Notice of Dissolution/Termination	42
12.6 Allocations During Period of Liquidation	42
12.7 Character of Liquidating Distributions	43
12.8 The Liquidator	43
12.9 Form of Liquidating Distributions	43
 ARTICLE XIII	 44
 CERTAIN REPRESENTATIONS AND COVENANTS	 44
 ARTICLE XIV MISCELLANEOUS	 45
14.1 Notices	45
14.2 Binding Effect	46
14.3 Construction	46
14.4 Headings	46
14.5 Severability	46
14.6 Incorporation by Reference	46
14.7 Governing Law	47
14.8 Waiver of Jury Trial	47
14.9 Counterpart Execution	47
14.10 Specific Performance	47
14.11 Consent to Jurisdiction	47
14.12 Nature of Interest	48
 Exhibit A-1 Form of Transferor Certificate	
 Exhibit A-2 Form of Transferee Certificate	
 Exhibit B Form of Capital Expenditures/In-Service Dates	
 Exhibit C Form of Master Lease	

LIMITED LIABILITY COMPANY AGREEMENT

OF

H LEASING COMPANY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT of H Leasing Company, LLC is entered into and shall be effective as of April 30, 2001, by and among American Ref-Fuel Company of Hempstead, a New York general partnership (the "**Ref-Fuel Company**") and Allied Waste North America, Inc., a Delaware company ("**AWP**"), each of which has executed this Agreement as a Member and as the Manager and the Special Purpose Manager, respectively, on the following terms and conditions:

ARTICLE I

THE COMPANY

1.1 Formation.

The Company has been formed on December 14, 2000, upon the filing of the Certificate with the Secretary of State of the State of Delaware. The rights and liabilities of the Members and Managers shall be as provided under the Act, the Certificate and this Agreement.

1.2 Name.

The name of the Company is "**H Leasing Company, LLC**" and all business of the Company shall be conducted in such name. The Manager may change the name of the Company upon ten (10) Business Days notice to the Members; provided that the name of the Company shall not include or be substantially similar to the name of any Member or any Affiliate of any Member.

1.3 Purposes; Powers.

(a) The purposes of the Company are limited solely (i) to acquiring, owning, leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise dispose of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, and (ii) to engaging in activities incidental to the purposes set forth in clause (i).

(b) In connection with Section 1.3(a)(i), the Company will enter into binding commitments to purchase assets consistent with the dollar amounts and in service dates shown in Exhibit B.

(c) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company set forth in Section 1.3(a) and has, without limitation, any and all powers that may be exercised on behalf of the Company by any Manager pursuant to Article V hereof.

1.4 Principal Place of Business.

The principal place of business of the Company is at 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260. The Manager may change the principal place of business of the Company to any other place upon ten (10) Business Days notice to the Members. The registered office of the Company in the State of Delaware initially is located at Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808.

1.5 Term.

The term of the Company commenced on the date the Certificate is filed in the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Company and its business are completed following a Dissolution Event, as provided in Article XII.

1.6 Filings; Agent for Service of Process.

(a) The Certificate of the Company has been filed in the office of the Secretary of State of the State of Delaware in accordance with the Act. The Manager shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Delaware, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by law, including, without limitation, action to reflect a correction of false or erroneous statements in the Certificate or the desire of the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members.

(b) The Members and the Manager shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Wilmington, New Castle County, Delaware 19808 or any successor as appointed by the Manager.

(d) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Article XII, the Manager shall promptly execute and cause to be filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Manager deems such filing necessary or advisable.

1.7 Title to Properties.

All Properties owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such Properties in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its Properties in the name of the Company and not in the name of any Member.

1.8 Payments of Individual Obligations.

The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for or in payment of any individual obligation of any Member.

1.9 Independent Activities; Transactions with Affiliates.

(a) The Manager shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company, and the Manager and the Special Purpose Manager shall be free to serve any other Person or enterprise in any capacity whether or not any such activity may be competitive or in conflict with the interests of the Company.

(b) Each Member acknowledges that each Manager, each Member and the Affiliates of each of them are free to engage or invest in an unlimited number of activities or businesses, any one or more of which may be related to the activities or businesses of the Company or competitive or in conflict with the interests of the Company, without having or incurring any obligation to offer any interest in such activities or businesses to the Company or any Member, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or Manager or their Affiliates from engaging in such activities, or require any Member or Manager to permit the Company or any Manager or Member or its Affiliates to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

(c) To the extent permitted by applicable law and subject to the provisions of this Agreement, the Manager is hereby authorized to cause the Company to purchase Properties from, sell Properties to or otherwise deal with the Manager acting on its own behalf, any Member or any Affiliate of the Manager or any Member; *provided* (i) any affiliate transaction that relates to purposes set forth in Section 1.3(a)(i) shall be on terms no less favorable to the Company than those that would have been entered into with unrelated third parties; and (ii) any affiliate transactions other than those set forth in clause (i) above, shall not be entered into without the consent of the Special Purpose Manager.

1.10 Definitions.

Capitalized words and phrases used in this Agreement have the following meanings:

“Accredited Investor” means a Person that is an “accredited investor” as defined in Rule 501(a)(1), (2) or (3) under Regulation D of the Securities Act.

“Act” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-10 1, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Person, an “affiliate” within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended; provided, however, that unless the context specifically required a contrary interpretation, Ref-Fuel Company shall not be deemed to be an Affiliate of Duke/UAE, Allied or any of their respective Affiliates.

“Agreement” means this Limited Liability Company Agreement of H Leasing Company, LLC, as amended, supplemented or otherwise modified from time to time. All references in this Agreement to **“Section”** or **“Sections”** are to a section or sections of this Agreement unless otherwise specified.

“Allocation Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31 or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article III.

“Bankruptcy” means, with respect to any Person, a **“Voluntary Bankruptcy”** or an **“Involuntary Bankruptcy.”** A **“Voluntary Bankruptcy”** means, with respect to any Person (i) an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any present or future bankruptcy, insolvency or similar statute, law or regulation, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its Properties or (iii) action taken by such Person to authorize any of the actions set forth above. An **“Involuntary Bankruptcy”** means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approval of a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order for relief or the appointment of a trustee, custodian, receiver or other similar official of such Person or of all or any substantial part of the Properties of such Person which order shall not be dismissed within ninety (90) days. The Members hereby agree that this definition shall supersede the definition of **“bankruptcy”** set forth in Section 18-304 of the Act for all purposes of this Agreement.

“Business Day” means a day of the year except Saturday, Sunday or any other day on which commercial banks are not required or authorized by law to close in the states of New York, Arizona, New Jersey or Texas.

“Call Option” means the “Partnership Call” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Hempstead, dated as of April 30, 2001).

“Capital Account” means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member’s Capital Account there shall be credited (A) such Member’s Capital Contributions, (B) such Member’s distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 or Section 3.4, and (C) the amount of any Company liabilities assumed by such Member or which are secured by any Properties distributed to such Member;

(ii) To each Member’s Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Properties distributed to such Member pursuant to any provision of this Agreement, (B) the amount of any liabilities of such Member which have been assumed by the Company or which are secured by any properties contributed by the Member to the Company and (C) such Member’s distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 or Section 3.4;

(iii) In the event all or any portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Interest; and

(iv) In determining the amount of any liability for purposes of subparagraph (i) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Manager shall determine that it is necessary to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members), are computed in order to comply with such Regulations, the Manager may make such modification; provided that it shall not affect the amounts distributable to any Person under this Agreement. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b); provided that such adjustments under clause (i) or

modifications under clause (ii) shall not affect the amounts distributable to any Person under this Agreement.

“Capital Contributions” means, with respect to any Member, the amount of money or the Gross Asset Value of other Property contributed to the Company with respect to the Interest in the Company held or purchased by such Member.

“Certificate” means the certificate of formation filed with the Secretary of State of the State of Delaware pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

“Certificate of Cancellation” means a certificate filed in accordance with 6 Del. C. § 18-203.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

“Company” means H Leasing Company, LLC and the limited liability company continued hereunder and continuing the business of this Company in the event of dissolution of the Company as herein provided if the Members elect to reconstitute pursuant to Section 12.1(b).

“Company Minimum Gain” has the meaning given the term “partnership minimum gain” in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

“Credit Agreement” means the Credit Agreement dated as of April 30, 2001, among the Company, the other Credit Parties signatory thereto, GECC, as lender, and as agent for Lenders, and the other Lenders signatory thereto from time to time.

“Damages” means any and all judgments, damages or penalties with respect to, or amounts paid in settlement of, claims (including, but not limited to negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, or suits, and, to the extent suffered or incurred in connection with the foregoing, taxes (including, without limitation, taxes on any indemnification payments and including interest, additions to tax and penalties), liabilities, obligations, and reasonable costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses).

“Debt” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind (except deposits and advances in the ordinary course of business), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such

Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable incurred in the ordinary course of business and paid when due), (f) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such Person, and (h) all other obligations of such Person which have the same effect as any of the foregoing.

“Deemed Refund” has the meaning set forth in Section 7.2(e).

“Depreciation” means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that (x) with respect to any asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes and which difference is being eliminated by use of the “remedial method” defined by Regulations Section 1.704-3(d), Depreciation for such Allocation Year shall be the amount of book basis recovered for such Allocation Year under the rules prescribed by Regulations Section 1.704-3(d)(2), and (y) with respect to any other asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; *provided, however*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Tax Matters Member.

“Dissolution Event” has the meaning set forth in Section 12.1.

“Economic Interest” means any interest in the capital or profits of the Company (including, without limitation, any Interest) or any financial instrument or contract the value of which is determined in whole or in part by reference to the Company.

“Effective Date” means the date hereof.

“Financing” means the financing transaction contemplated in the Credit Agreement and the Security Agreement.

“Fiscal Year” means (i) the period commencing on the Effective Date and ending on December 31, 2000, (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31 and (iii) the period commencing on the

immediately preceding January 1 and ending on the date on which all the Properties are distributed to the Members pursuant to Section 12.2.

“GAAP” means generally accepted accounting principles in effect in the United States of America from time to time.

“Garbage Trucks” means the municipal solid waste collection or disposal vehicles (garbage trucks) purchased by the Company from time to time and any replacements or substitutions there for in accordance with the Lease.

“GECC” means General Electric Capital Corporation.

“Gross Asset Value” means with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset as determined pursuant to sub-paragraph (iv) below;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined pursuant to sub-paragraph

(iv) below, upon admission of a new Member to the Company via a Capital Contribution, upon liquidation of a Member’s Interest, or upon liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(iii) Except as otherwise provided in subparagraph (ii), the Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined pursuant to sub-paragraph (iv) below.

(iv) For purposes of this definition, the gross fair market value of any asset shall be equal to (A) if the Members elect to appraise such asset, the fair market value of such asset as determined by appraisal, or (B) for any asset listed below, the original cost of such asset reduced by the economic depreciation of such asset calculated at the specified percentage per month (prorated based on the number of days in such month for calculations made other than on the last day of a month), or for any other asset, the adjusted tax basis of such asset as of the date of determination. For this purpose, the assets subject to economic depreciation and the specified monthly depreciation percentages shall be as follows:

Garbage Trucks	.83%
Commercial Containers and Other Equipment	.83%
Residential Containers and Compactors	1.67%
Yellow Iron	1.04%

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iii), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnified Matter” has the meaning set forth in Section 7.2(b).

“Indemnitee” has the meaning set forth in Section 7.2(b).

“Indemnitor” has the meaning set forth in Section 7.2(b).

“Interest” means any interest in the Company representing some or all of the Capital Contributions made by a Member, including any and all benefits to which the holder of such an interest may be entitled as provided in this Agreement and to the extent not inconsistent herewith, the Act, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

“Involuntary Bankruptcy” has the meaning set forth in the definition of Bankruptcy.

“Lease” means the Master Lease Agreement dated as of April 30, 2001 between the Company, as the lessor, and the various subsidiaries of Allied Waste, as the Lessees, as amended, supplemented or otherwise modified from time to time pursuant to Section 5.2, together with all the lease supplements there under.

“Lessee” shall have the meaning set forth in Exhibit C.

“Lien” means any lien, mortgage, deed of trust, encumbrance, pledge, charge, lease, easement, right of others or security interest of any kind, including any thereof arising under conditional sales or other title retention agreements.

“Liquidation Period” has the meaning set forth in Section 12.7.

“Liquidator” has the meaning set forth in Section 12.9(a).

“Losses” has the meaning set forth in the definition of **“Profits”** and **“Losses”**.

“Manager” means AWP or any Permitted Transferee of AWP’s entire Interest as a Member as constituted at the time of the Transfer provided that such Permitted Transferee is admitted as a Member pursuant to this Agreement.

“Material Adverse Effect” on the Company means an effect on the Company that is materially adverse to the business, operations, properties, assets, financial condition, prospects or results of operations of the Company and its businesses and assets taken as a whole, or on the consummation of the Redemption.

“Member” means any Person (i) who is referred to as such in the first paragraph of this Agreement, or who has become a substituted Member pursuant to the terms of this Agreement and (ii) who has not ceased to be a Member. **“Members”** means all such Persons.

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” in Section 1.704-2(b)(4) of the Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Modification” means, with respect to any Garbage Trucks, Other Assets, or any Part thereof, (a) any addition, alteration, improvement or modification thereto, (b) the addition, betterment or enlargement of any property constituting part of such property or the replacement of any such property with other property, irrespective of whether (i) such replacement property constitutes an enlargement or betterment of the property that it replaces or (ii) the cost of such addition, betterment, enlargement or replacement is or may be capitalized in accordance with GAAP and (c) improvements to the extent constructed as a Modification pursuant to the Lease.

“Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

“Other Assets” means construction equipment (i.e., yellow iron), commercial and residential containers, compactors and other waste management equipment (i.e., trash and/or recyclables balers; service vehicles; pick-up trucks; transfer tractors and trailers; portable toilet trucks; portable toilets; forklifts; bobcats and small loaders; container delivery vehicles; and sweepers) acquired by the Company from time to time and any replacements or substitutions there for, if applicable, in accordance with the Lease.

“Parent” of any Person means any Affiliate of such Person directly or indirectly controlling such Person.

“Parts ” means appliances, parts, instruments, appurtenances, accessories and equipment of whatever nature, whether or not constituting Modifications.

“Percentage Interest” means, with respect to any Member, the Percentage Interest of such Member as set forth in Section 2.1. In the event all or a portion of an Interest is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the Transferred Interest.

“Permitted Transfer” has the meaning set forth in Section 10.2.

“Permitted Transferee” has the meaning set forth in Section 10.2.

“Person” means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

“Prime Rate” means a per annum rate that equal to the “prime rate” as in effect from time to time as set forth in The Wall Street Journal.

“Profits” and **“Losses”** mean, for each Allocation Year, an amount equal to the Company’s taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **“Profits”** and **“Losses”** shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **“Profits”** and **“Losses”** shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Properties with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Properties disposed of, notwithstanding that the adjusted tax basis of such Properties differs from its Gross Asset Value; and

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation.

“Properties” means the Garbage Trucks, Other Assets, Modifications, cash equivalents, cash and all other personal property acquired by the Company and shall include both tangible and intangible property.

“Put Option” means the “Class B Put” (as defined in the Second Amended and Restated Partnership Agreement of American Ref-Fuel Company of Hempstead, dated as of April 30, 2001).

“Reconstitution Period” has the meaning set forth in Section 12.1(b).

“Redemption” means the redemption by the Ref-Fuel Company of the partner interest of BFI Energy Systems of Hempstead, Inc. in Ref-Fuel Company pursuant to the Second Amended and Restated Partnership Agreement thereof.

“Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

“Regulatory Allocations” has the meaning set forth in Section 3.4.

“Responsible Administrative Officers” has the meaning set forth in Section 5.3(c).

“Responsible Participating Officers” has the meaning set forth in Section 5.3(c).

“Responsible Officers” means the Responsible Administrative Officers and the Responsible Participating Officers.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated there under.

“Security Agreement” means the Security Agreement dated as of April 30, 2001, among H Leasing Company, LLC, E Leasing Company, LLC, N Leasing Company, LLC

and S Leasing Company, LLC, as grantors, and GECC, in its capacity as Agent for Lenders under the Credit Agreement.

“Special Purpose Manager” means Ref-Fuel Company or any transferee of Ref-Fuel Company’s entire Interest as a partner in the Company as constituted at the time of the Transfer.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecate or otherwise dispose of.

“UCC” means the Uniform Commercial Code as in effect in the states of New York and Delaware from time to time and any other jurisdiction that has adopted similar provisions.

“Voluntary Bankruptcy” has the meaning set forth in the definition of **“Bankruptcy.”**

1.11 Other Terms.

Unless the content shall require otherwise:

- (a) Words importing the singular number or plural number shall include the plural number and singular number respectively;
- (b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (c) Reference to “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation;”
- (d) Reference in this Agreement to “herein,” “hereby” or “hereunder”, or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the Exhibits; and
- (e) Reference to “and” and “or” shall be deemed to mean “and/or.”

ARTICLE II
MEMBERS' CAPITAL CONTRIBUTIONS

2.1 Capital Contributions.

The name, address, amount of Capital Contribution, and Percentage Interest of each of the Members is as follows:

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
American Ref-Fuel Company of Hempstead 15990 North Bakers Landing #200 Houston, TX 77079 Attention: William Reynolds Facsimile No.: (281) 649-4815	\$ 115,308,120	99%

With copies to:
Duke/UAE
c/o United American Energy Corp.
50 Tice Boulevard
Woodcliff Lake, New Jersey 07675
Attention: Donald Krom
Facsimile No.: (201) 307-1020

Allied Waste North America, Inc. 15880 North Greenway-Hayden Loop Suite 100 Scottsdale, Arizona 85260 Attention : General Counsel Facsimile No.: (480) 627-2703	\$ 1,164,728	1%
--	--------------	----

With copies to:
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller
Facsimile No.: (212) 859-8587

**ARTICLE III
ALLOCATIONS**

3.1 Profits.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Profits for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.2 Losses.

After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Losses for any Allocation Year shall be allocated to the Members in accordance with their Percentage Interests.

3.3 Special Allocations.

The following special allocations shall be made in the following order:

(a) **Nonrecourse Deductions.** Notwithstanding any other provision of this Agreement, (i) deductions attributable to Member Nonrecourse Debt, if any, of the Company for each Allocation Year shall be allocated to the Member that bears the economic risk of loss within the meaning of Treas. Reg. 1.704-2(i), and (ii) deductions attributable to Nonrecourse Liabilities of the Company, if any, shall be allocated for each Allocation Year in the same proportion as Profits and Losses for such Allocation Year.

(b) **Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f) (6) and 1.704-2(j) (2) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(c) **Member Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(i) (4) of the Regulations, notwithstanding any other provision of this Article III, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member

who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i) (5) of the Regulations, shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i) (4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i) (4) and 1.704-2(j) (2) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i) (4) of the Regulations and shall be interpreted consistently therewith.

(d) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible; provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 3.3 (c) were not in the Agreement.

(e) **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any Allocation Year which is in excess of the sum of the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 3.3(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article III have been made as if Section 3.3(c) and this Section 3.3(d) were not in the Agreement.

3.4 Curative Allocations.

The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c) and 3.3(d) (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 3.4. Therefore, notwithstanding any other provision of this Article III (other than the Regulatory Allocations), the Tax Matters Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines

appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 3.1 and 3.2.

3.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder; provided, however, in the event there is a distribution by Ref-Fuel Company of its Interest pursuant to the Redemption, such allocation for such Allocation Year shall be based on the number of months preceding and succeeding such distribution in such Allocation Year, and if such distribution occurs other than on the first day of a month, such month shall be pro-rated based on the number of days preceding and including the date of the distribution and the number of days following the distribution, excluding, for this purpose, any income, gain, loss or deduction resulting from any transactions occurring in such month outside the ordinary course of business.

(b) The Members are aware of the income tax consequences of the allocations made by this Article III and hereby agree to be bound by the provisions of this Article III in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a) (3), the Members' interests in Company Profits are in proportion to their Percentage Interests.

(d) To the extent permitted by Section 1.704-2(h) (3) of the Regulations, the Tax Matters Member shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

3.6 Tax Allocations: Code Section 704(c).

(a) Except as otherwise required by Code Section 704(c) and the Regulations thereunder, each item of Company income, gain, loss and deduction shall be allocated for tax purposes, to the extent possible, in the same manner as provided in this Article III other than this Section 3.6.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall, as appropriate, take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member as provided in Section 8.3 in any manner that reasonably reflects the purpose and intention of this Agreement.

(c) Allocations pursuant to this Section 3.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE IV
DISTRIBUTIONS

4.1 Distributions.

The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree. Notwithstanding the foregoing, if the period for consummating the Redemption has expired as contemplated by Article XI of the Second Amended and Restated Partnership Agreement of Ref-Fuel Company without the Redemption having occurred, the Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, no later than three business days prior to the date on which any Member (or any member of a Member) is required to make a payment of estimated taxes in respect of any Allocation Year, in an amount equal to the excess of (a) the product of (i) the Company's reasonable estimate of the cumulative amount of Profits (net of any Losses) allocable to the Members for such Allocation Year through the date such estimated taxes are due and (ii) 40% over (b) the amount of any distributions previously made to the Members pursuant to this Section 4.1 in respect of

such Allocation Year. Within five business days after the date the Company's income tax returns are filed for any Allocation Year, the Company shall make a further distribution, if necessary, to the Members, pro rata in accordance with their Percentage Interests, calculated in the same manner as set forth in the preceding sentence, with respect to the amount of Profits (net of Losses) actually allocated to the Members for such Allocation Year as reflected in the filed tax returns.

4.2 Amounts Withheld.

All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 4.2 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

4.3 Limitations on Distributions.

(a) The Company shall make no distributions to the Members except as provided in this Article IV and Article XII.

(b) A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than any liability to Members on account of their Capital Contributions, would exceed the fair value of the Company's assets.

**ARTICLE V
MANAGEMENT**

5.1 The Manager.

(a) Except as otherwise provided in Sections 5.2 and 5.3, the Members intend that the Company be managed by the Manager in accordance with Section 18-402 of the Act and with the provisions of this Agreement.

(b) Subject to any restrictions set forth in this Agreement, the Members hereby delegate all powers to operate and manage the business and affairs of the Company and to bind the Company to, and all such powers shall be exclusively vested in, the Manager and

the Manager may exercise all such powers of the Company and do all such lawful acts as are not by statute, the Certificate or this Agreement directed or required to be exercised by the Members and in so doing shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the management and conduct of the business and affairs of the Company, including, without limitation:

(i) all actions and activities relating to the conduct of the Company's business and affairs;

(ii) the preparation of the Company's books, records, financial statements;

(iii) reports described in Article VIII;

(iv) any action required by Section 1.6;

(v) any termination, modification, amendment, supplementation or other change of the Credit Agreement and the Security Agreement;

(vi) the supplementation of the Lease to add additional Garbage Trucks or Other Assets to the equipment or other properties leased thereunder on terms and conditions no less favorable to the Company than those provided by the Lease as the date hereof; and

(vii) investment of any cash not distributed to the Members in cash equivalents and sale of any investments in cash equivalents for the purpose of making distributions under this Agreement.

(c) The Manager may, from time to time, appoint one or more individuals to be officers of the Company. The Manager shall have the power to delegate the authority granted to it pursuant to this Section 5.1 to such officers, employees, agents and representatives of the Company as it may from time to time deem appropriate. Any delegation of authority to take any action must be approved in the same manner as would be required for the Manager to approve such action directly. The Manager may, if it wishes, appoint the following officers: a President, one or more Vice-Presidents, a Secretary, a Treasurer and may appoint other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Company. Any two or more offices may be held by the same person. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as provided in this section 5.1(c). The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Manager. Any officer of the Company may be removed, either with or without cause, at any time, by the Manager.

(d) The Manager shall perform its duties under this Agreement in a manner it believes to be in the best interests of the Company, and shall be under no fiduciary duty to the Members, the Special Purpose Manager, any creditor of the Company or any other Person. A Person who so performs its duties shall not have any liability by reason of being or having been a Manager of the Company, the Liquidator or the Tax Matters Member.

(e) The Manager shall not be liable under a judgment, decree or order of a court or in any other manner for the debts, obligations or liabilities of the Company.

5.2 Restrictions on Authority of the Manager.

Except as otherwise provided in this Agreement, without the consent of both the Manager and the Special Purpose Manager, the Manager shall not have the authority to, and covenants and agrees that it shall not:

- (a) Do any act in contravention of this Agreement or, when acting on behalf of the Company, engage in activities inconsistent with the purposes of the Company;
- (b) Do any act which would make it commercially unreasonable to carry on the ordinary business of the Company, and the Manager shall not be required to do any such act otherwise required to be done by it pursuant to this Agreement without the consent of all of the Members;
- (c) Possess Properties, or assign rights in specific Property, for other than a Company purpose;
- (d) Perform any act that would, to the Manager's knowledge, subject any Member to liability in any jurisdiction for the debts or obligations of the Company;
- (e) Cause the Company to voluntarily take any action with respect to the Company described in clauses (i), (ii) or (iii) of the definition of Voluntary Bankruptcy in Section 1.10;
- (f) Cause or permit the Company to incur, assume or obligate itself by contract for any Debt, except for Debt incurred under the Credit Agreement;
- (g) Cause or permit the Company to acquire, by purchase any assets other than Garbage Trucks, Other Assets and Modifications and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (h) Cause the Company to voluntarily dissolve;

- (i) Sell, abandon or dispose of all or substantially all of the assets of the Company;
- (j) Cause the Company to change its Fiscal Year or method of accounting, unless such change is required by GAAP, the Code or Regulations thereunder;
- (k) Cause or permit the admission of any Member to the Company other than pursuant to Article X;
- (l) Cause the Company to fail to be taxable as a partnership for federal income tax purposes or to take a position inconsistent with such treatment except as required by law;
- (m) Cause or permit the Company to legally merge or consolidate with or into any Person;
- (n) Cause the Company to acquire any debt or equity securities of any Member or Affiliate of any Member or otherwise lend funds to any such Person;
- (o) Cause the Company to sell, lease or distribute any asset other than in accordance with the Lease or in the course of the liquidation of the Company;
- (p) Cause the Company to incur any capital expenditures other than in connection with the purchase of Garbage Trucks, Other Assets, the procurement of Modifications thereof and other personal property that is necessary to carry out the purposes of the Company as set forth in Section 1.3;
- (q) Except Liens arising under the Security Agreement and applicable laws, mortgage, hypothecate or cause the creation of any consensual lien on, or security interest in, the Properties;
- (r) Except as otherwise required by GAAP, cause the Company to take any position in its books and records with respect to the Garbage Trucks, the Other Assets and Modifications that is inconsistent with the treatment of the Lease as an "operating lease" for tax and financial reporting purposes;
- (s) Agree to the form of the Lease (other than substantially in the form of Exhibit C hereto consistent with the financial model previously prepared by affiliates of the parties), or once the form of the Lease has been approved, agree to any material modifications to the Lease or change the lease rate from that shown on Exhibit C;
- (t) Agree to any material modification to the Allied Finance documents (as such term is defined in the Credit Agreement) that would have a material adverse effect

on any Member (other than the Manager or any other Affiliate of Allied Waste) without the consent of such adversely affected Member;

- (u) Cause any Garbage Trucks, Other Assets or Modifications to be acquired by the Company unless simultaneously with such acquisition, such assets are to be leased to a third party pursuant to the Lease; or
- (v) Cause any Other Property consisting of real property, including buildings and fixtures, to be acquired by the Company.

5.3 Special Provisions Following Occurrence of Bankruptcy of Manager.

Notwithstanding anything contained in this Agreement to the contrary, following the occurrence of a Bankruptcy of the Manager or any Affiliate of the Manager, all actions that the Manager would be otherwise authorized to take under this Agreement shall require prior written consent of the Special Purpose Manager. Such consent shall be given in the form of general authority to take actions with a specified scope of authority.

5.4 Duties and Obligations of the Manager and the Special Purpose Manager.

(a) The Manager and the Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member, the Manager, the Special Purpose Manager or any of their Affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (iii) causing the Company to pay its liabilities only from available assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Manager shall take all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged, and (ii) subject to the other terms and conditions of this Agreement and expressly without any obligation to make capital contributions except as specified in Section 2.1, for the accomplishment of the

Company's purposes, including the acquisition, maintenance, preservation, and operation of Properties in accordance with the provisions of this Agreement and applicable laws and regulations.

(c) On the Effective Date, the Manager and the Special Purpose Manager shall each provide to the Company a written statement naming those of its officers that will be responsible for the management and operations of the Company delegated to it in accordance with this Article V (such individuals, if appointed by the Manager, the "**Responsible Administrative Officers**" and if appointed by the Special Purpose Manager, the "**Responsible Participating Officers**"), until such time as the Manager or the Special Purpose Manager has provided to the Company another written statement naming other officers as Responsible Officers, and the Manager and the Special Purpose Manager each hereby covenant and agree that its Responsible Officers shall maintain the separateness of the Company's operations and otherwise comply with all of the terms of this Agreement. On the Effective Date, the initial Responsible Administrative Officers shall be as follows: Don W. Slager, President; Jeffrey Hughes, Vice-President; Jo Lynn White, Secretary; Jenny L. Apker, Assistant Secretary; Thomas P. Martin, Treasurer. The initial Responsible Administrative Officers shall hold office unless and until such time as the Manger has provided the Company with a written statement naming other officers as Responsible Administrative Officers in accordance with this Article V.

(d) The Manager shall notify the Members of the occurrence of any Dissolution Event described in Section 12.1 or any event which with notice or lapse of time or both would constitute a Dissolution Event (other than the event described in Section 12.1(a)(i)) and the action which the Manager has taken or proposes to take with respect thereto, promptly, but no later than ten (10) Business Days, after any Responsible Administrative Officer has actual knowledge of such occurrence.

(e) All distributions or payments of cash to the Members pursuant to any provision of this Agreement shall be made by wire transfer of immediately available funds, no later than 1:00 p.m., Eastern Standard Time, on the day of distribution or payment, and, at the time of any such distribution or payment, the Manager shall provide to the Members a notice identifying the nature of the distribution or payment, the Section or Sections of this Agreement pursuant to which it is being made and the amount being distributed or paid pursuant to each such Section.

5.5 Management Fee/Expenses.

(a) Neither the Manager nor the Special Purpose Manager shall receive any management or other fee or salary for services rendered to the Company, or reimbursement of any costs and expenses incurred in connection therewith, except as permitted pursuant to Section 1.9 (c) or as provided in Section 5.5(b).

(b) The Manager and the Special Purpose Manager shall each be entitled to current reimbursement out of Company assets for all reasonable costs and expenses incurred by it when acting for or on behalf of the Company and in accordance with the terms of this Agreement specifically including, but not limited to, all salaries and related expenses of its employees performing authorized services for the Company. The Manager shall be entitled to an annual fee in the amount of \$100,000, payable quarterly in advance, for accounting and administrative services.

ARTICLE VI
ROLE OF MEMBERS

6.1 Rights or Powers.

Except as provided in this Agreement, the Members, in their capacities as members of the Company, hereby agree not to exercise any right or power to take part in the management of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

6.2 Meetings of the Members.

(a) Meetings of the Members may be called upon the written request of any Manager or Member. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than one (1) Business Day nor more than thirty (30) days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at such meeting and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in this Section 6.3.

(b) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy prior to its exercise shall be revocable at the pleasure of the Member executing it.

(c) Each meeting of the Members shall be conducted by the Member or Manager calling the meeting.

(d) Notwithstanding this Section 6.3, the Company may take any action contemplated under this Agreement as approved by the consent of the Members, such consent to be provided in writing, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a written summary of the telephone conversation or facsimile communication sent by registered or certified mail, postage and charges prepaid, addressed as described in Section 13.1 hereof, or to such other address as such Person may from time to time specify by notice to the Members and the Manager.

6.3 Withdrawal/Resignation.

Except as otherwise provided in Article IV and Article XII, no Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company without the consent of both the Manager and the Special Purpose Manager. Except as otherwise provided in the Act or this Agreement, upon resignation, any resigning Member is entitled to receive only the distribution to which he is entitled under this Agreement, which shall be equal to the fair value of its Interest in the Company as of the date of resignation.

6.4 Member Compensation.

No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise provided in this Agreement.

6.5 Members Liability.

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company and each Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made pursuant to Article II, to make any additional contributions, assessments or payments to the Company; provided that a Member may be required to repay distributions made to it as provided in Section 18-607 of the Act. None of the Members, the Manager or the Special Purpose Manager shall have any personal liability for the repayment of any Capital Contributions of any Member.

6.6 Partition.

While the Company remains in effect or is continued, each Member agrees and waives its rights to have any Properties partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Properties partitioned, and

each Member, on behalf of itself, its successors and its assigns hereby waives any such right.

6.7 Transactions Between a Member and the Company.

Except as otherwise provided by applicable law and subject to Section 5.2, any Member may, but shall not be obligated to, transact business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in such Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of such Member.

6.8 Other Instruments.

Each Member hereby agrees to execute and deliver to the Company promptly after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Manager reasonably deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

6.9 Other Covenants.

Each Member hereby agrees:

- (a) To maintain books and records separate from the Company;
- (b) Not to commingle assets with those of the Company;
- (c) Not to conduct its own business in the name of the Company;
- (d) To maintain separate financial statements from those of the Company;
- (e) Not to pay its own liabilities out of the funds of the Company;
- (f) To observe all corporate, partnership or limited liability company (as applicable) formalities;
- (g) Not to pay the salaries of its own employees with funds of the Company;
- (h) Not to guarantee or become obligated for the debts of the Company or hold out its credit as being available to satisfy the obligations of the Company;

- (i) To maintain office space separate from the Company;
- (j) To use stationery, invoices, and checks separate from those of the Company;
- (k) Not to pledge its assets for the benefit of the Company;
- (l) To hold itself out as a separate entity from the Company;

(m) Except as otherwise permitted by this Agreement, not to (i) take any action to file a certificate of dissolution or its equivalent with respect to itself, (ii) exercise any power under the Act to dissolve the Company, and (iii) petition for judicial dissolution of the Company; and

(n) To file all of its income tax returns in a manner consistent with its status as a partner of the Company for income tax purposes, unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof.

Notwithstanding the foregoing, the execution, delivery and performance of the Lease is not a violation of this Agreement.

ARTICLE VII INDEMNIFICATIONS

7.1 Indemnification of the Company, the Managers and the Members.

(a) Unless otherwise provided in Section 7.1(c), the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall indemnify, save harmless, and pay all Damages of the Manager, the Special Purpose Manager and any Member or any stockholders, directors, members, officers, employees or agents of any of them relating to any Damages incurred by reason of any act performed or omitted to be performed by such Manager or such Member or any stockholders, directors, members, officers, employees or agents of any of them in connection with the business of the Company, including reasonable attorneys' fees incurred by such Manager or such Member or any stockholder, director, member, officer, employee or agent of any of them in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred.

(b) Unless otherwise provided in Section 7.1(c), in the event of any action by a Member against any Manager or any stockholder, director, member, officer, employee or agent of any Manager, including a Company derivative suit, the Company, its receiver or its trustee (in the case of its receiver or trustee, to the extent of Properties) shall

indemnify, save harmless, and pay all Damages of such Person, including reasonable attorneys' fees incurred in the defense of such action; provided that such Person shall provide an undertaking to repay the indemnification payment made by the Company to such Person pursuant to this Section 7.1(b) if such Person is found by a final nonappealable judgment not to be entitled to indemnification.

(c) Notwithstanding the provisions of Sections 7.1(a) and 7.1(b), (i) such Sections shall be enforced only to the maximum extent permitted by law and (ii) no Member or Manager shall be indemnified from any liability for its fraud, willful misconduct or gross negligence.

(d) The obligations of the Company set forth in this Section 7.1 are expressly intended to create third party beneficiary rights in favor of any Manager and any stockholder, director, member, officer, employee or agent of any Manager or any Member and any Member is authorized, on behalf of the Company, to give written confirmation to any such Person of the existence and extent of the Company's obligations to such Person hereunder.

7.2 Indemnification Procedures.

(a) In the event any claim is made by a third party against any Manager, any Member, the Liquidator, or any stockholder, officer, member, director, agent, employee, successor or assign of any of them, with respect to an actual or potential liability for which any such Person is otherwise entitled to be indemnified under any provisions of Section 7.1(a), 7.1(b) and 12.9(c), and any such Person wishes to be indemnified with respect thereto, such Person shall observe the procedures set forth below in Section 7.2.

(b) A party entitled to indemnification pursuant to Article VII (an "**Indemnitee**") shall give the party obligated to provide indemnification (the "**Indemnitor**") notice in writing of any claim or other matter as to which indemnification will be sought (an "**Indemnified Matter**") as promptly as is reasonably practicable after the Indemnitee becomes aware of the Indemnified Matter and shall thereafter keep the Indemnitor reasonably informed with respect thereto; provided that failure of the Indemnitee to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder, except to the extent that the Indemnitor is materially prejudiced by such failure. The Indemnitor shall be entitled to assume the defense or handling of such Indemnified Matter by giving written notice of its intention to do so to the Indemnitee within 30 days after receipt of the notice, with counsel reasonably satisfactory to the Indemnitee at the Indemnitor's own expense, and the Indemnitee shall cooperate with the Indemnitor, at the Indemnitor's expense, in any such action. If the Indemnitor shall assume the defense of such Indemnified Matter, it shall not settle such Indemnified Matter unless such settlement includes as an unconditional term thereof the giving by the claimant or the plaintiff of a full, general release of the Indemnitee,

reasonably satisfactory to the Indemnitee, from all liability with respect to such Indemnified Matter. As long as the Indemnitor is contesting any such Indemnified Matter in good faith and on a timely basis, the Indemnitee shall not pay or settle any claims relating to the Indemnified Matter. Notwithstanding the assumption by the Indemnitor of the defense or handling of any Indemnified Matter as provided in this Section 7.2 (b), the Indemnitor shall thereafter consult with the Indemnitee upon its reasonable request from time to time with respect to such Indemnified Matter. The Indemnitee shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense; provided, however, that if the defendants or potential defendants or obligors in connection with any Indemnified Matter shall include both an Indemnitor and an Indemnitee, and such Indemnitee shall have reasonably concluded that counsel selected by the Indemnitor has a conflict of interest because of the availability of different or additional defenses to such Indemnitee, such Indemnitee shall have the right to select separate counsel to participate in the defense or handling of such Indemnified Matter on its behalf, the reasonable fees and expenses of which shall be borne by the Indemnitor.

(c) If the Indemnitor shall fail to notify the Indemnitee of its desire to assume the defense or handling of any such Indemnified Matter within the prescribed period of time, or shall notify the Indemnitee that it will not assume the defense or handling of any such Indemnified Matter, then the Indemnitee may assume the defense or handling of any such Indemnified Matter, in which event it may do so in such manner as it may deem appropriate, and the Indemnitor shall be bound by any determinations made in connection with such Indemnified Matter or any settlement thereof effected by the Indemnitee, unless the Indemnitor shall, within 20 days after notice of the proposed terms of such determination or settlement, object to such determination or settlement, as the case may be, and agree to pay all reasonable costs and expenses of the Indemnitee in connection with the Indemnitee's defense of such Indemnified Matter, in which case the Indemnitor shall not be bound by any such determination or settlement effected without its consent, so long as the Indemnitor promptly pays such costs and expenses as incurred by the Indemnitee. The failure or election of the Indemnitor to assume the defense or handling of any such Indemnified Matter shall not be deemed a concession that it is required to indemnify the Indemnitee for the subject matter of such Indemnified Matter. The Indemnitor shall be permitted to join in the defense or handling of such Indemnified Matter and to employ counsel at its own expense.

(d) Amounts payable by the Indemnitor to the Indemnitee in respect of any Indemnified Matter for which such party is entitled to indemnification hereunder shall accrue interest at the prime rate (as set forth from time to time in the Wall Street Journal) plus 3% per annum from and including the date such Losses are incurred to but not including the date of payment or satisfaction of such Losses (with appropriate proration for periods of less than one year).

ARTICLE VIII
ACCOUNTING, BOOKS AND RECORDS

8.1 Accounting, Books and Records.

(a) The Company shall keep at its principal place of business each of the following:

(i) Separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement;

(ii) A current list of the full name and last known business, or mailing address of each Member and each Manager, both past and present;

(iii) A copy of the Certificate and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(iv) Copies of the Company's federal, state, and local income tax returns and reports, if any, for each year since the Effective Date;

(v) Copies of this Agreement;

(vi) Copies of any writings permitted or required under Section 18-502 of the Act regarding the obligation of a Member to perform any enforceable promise to contribute cash as consideration for such Member's Interest; and

(vii) Any written consents obtained from Members pursuant to Section 18-302 of the Act regarding action taken by Members without a meeting.

(b) The Company shall use the accrual method of accounting in preparation of its financial reports and for tax purposes and shall keep its books and records accordingly.

(c) All amounts payable under any agreement other than this Agreement between the Company on the one hand and the Members or their Affiliates on the other hand shall be treated as occurring between the Company and a Person who is not a "*partner*" within the meaning of Section 707(a)(1) of the Code and such amounts payable by the Company to any Member or its Affiliates shall be considered an expense or capital cost, as the case may be, of the Company for income tax and financial reporting purposes, and shall not be considered a distribution to such Member including, without limitation, in maintaining such Member's Capital Account, and any such amounts payable by any

Member or its Affiliates to the Company shall not be considered a contribution to the Company, including, without limitation, in maintaining such Member's Capital Account.

(d) Any Member or its designated representative has the right to have reasonable access to and inspect and copy the contents of the books or records of the Company and shall also have reasonable access during normal business hours to such additional financial information, documents, books and records as are in the possession of the Company. The rights granted to a Member pursuant to this Section 8.1(d) are expressly subject to compliance by such Member with the safety, security and confidentiality procedures and guidelines of the Company, as such procedures and guidelines may be established from time to time.

(e) The Company's accountants shall be Arthur Andersen, 501 North 44th Street, Suite 300, Phoenix, Arizona 85008 unless the Manager and the Special Purpose Manager agree to use other accountants, which other accountants must be nationally recognized independent certified public accountants.

8.2 Reports.

(a) **In General.** The Manager shall be responsible for causing the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's accountants.

(b) **Periodic and Other Reports.** The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member the financial statements, reports and certificates stated below, prepared, where applicable (other than with respect to Members' Capital Accounts, which shall be prepared in accordance with this Agreement), in accordance with GAAP consistently applied, and such other reports as any Member may reasonably request from time to time; *provided that*, such other reports shall be provided at such requesting Member's sole cost and expense unless (x) the information provided therein is needed by the requesting Member in order to comply with any law or regulations of any governmental or regulatory agency, (y) the Manager elects within thirty (30) days of such request to pay the cost of providing such reports, or (z) the requested report was furnished to the Company by the Lessee or was otherwise prepared by the Manager in its capacity as the Manager.

(i) As soon as practicable following the end of each Fiscal Year (and in any event not later than one hundred twenty (120) days after the end of such Fiscal Year), a statement of the Members' Capital Accounts and changes therein during such Fiscal Year;

(ii) As soon as practicable and in any event within 120 days after the end of each fiscal year of the Company, a balance sheet or equivalent statement of

financial position of the Borrower as at the end of such fiscal year and the related statement of income, changes in Members' Capital Accounts and statement of cash flows for such fiscal year, all presented in accordance with GAAP. If a Member so requests, such financial statements shall be audited by a firm of independent certified public accountants selected by the Members. All costs of preparation and distribution of such reports and the costs of the audit shall be borne by the Company;

(iii) As soon as practicable and in any event within 20 days after the end of each month, a report on investments in Garbage Trucks and Other Assets as of the end of such month;

(iv) As soon as available and in any event within 45 days after the end of each quarter, an unaudited balance sheet of the Company as of the end of such quarter and the related statement of income and changes in Members' Capital Accounts and statement of cash flow for such quarter;

(v) Within five days after the Manager obtains knowledge of the occurrence of any event that (x) is out of the ordinary course of business for the Company or (y) has or is reasonably likely to have a Material Adverse Effect on the Company, the Manager shall inform all the Members of such event by providing a report setting forth the detail of such event, and any actions, if applicable, that are being taken or have been proposed to be taken with respect thereto.

(vi) At such time as distributions are made to the Members pursuant to Article XII following the occurrence of a Dissolution Event, (A) a balance sheet of the Company as of such time setting forth the Gross Asset Values of the Properties as adjusted pursuant to clause (ii) of the definition "**Gross Asset Value**" in Section 1.10 and (B) a statement of the Members' Capital Accounts and changes therein for the Fiscal Year then ended, including a statement of the amount of gain or loss, if any, realized on the sale or disposition or deemed to be realized on the adjustment to the Gross Asset Value of each Garbage Truck, Other Assets and Modifications thereof, if any, as of such time, together with appropriate notes to such financial statements and supporting schedules, all of which shall be audited and certified by the Company's accountants not later than seventy-five (75) days after the date on which such liquidating distributions are made.

8.3 Tax Matters.

(a) **Tax Elections.** The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any

and all elections at its sole discretion for federal, state and local tax purposes; provided, however, the Special Purpose Manager shall receive the written consent of the Ref-Fuel Company with respect to the method of tax depreciation to be used by the Company. The Members may agree as to the allocation of such Member's right with respect to the allocation of duties, responsibilities and control over tax matters. Notwithstanding the foregoing, the Tax Matters Member shall not make the election under Treasury Regulations Section 301.7701-3(c) (or any successor provision thereto) for the Company to be classified other than as a partnership for federal income tax purposes. The Manager is specifically authorized to act as the "**TaxMatters Member**" under the Code and in any similar capacity under state or local law.

(b) **Tax Returns.** The Tax Matters Member shall be responsible for managing the preparation and filing of all federal, state and local tax returns and information reports of the Company and shall sign such returns and reports on behalf of the Company. The Tax Matters Member shall cause all such federal, state and local tax returns to be prepared in a manner consistent with the Company having the status of a partnership for income tax purposes, and such returns shall be prepared consistently with the terms of this Agreement, in each case unless otherwise specifically required by applicable law, including relevant judicial or administrative interpretations thereof. In connection therewith, the Special Purpose Manager and the Members shall furnish the Tax Matters Member with all information reasonably necessary for the preparation of such returns and reports and shall prepare (or cause to be prepared) such returns and reports in a timely manner as directed by the Tax Matters Member, with all tax elections and determinations relating to such returns and reports to be made as provided in Section 8.3 above. The Special Purpose Manager shall have the opportunity to review each tax return before such return is filed.

(c) **Tax Information.** Necessary tax information, including, without limitation, all Company tax returns and related schedules, shall be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company but not later than five (5) months after the end of each Fiscal Year.

ARTICLE IX AMENDMENTS

9.1 Amendments.

Amendments to this Agreement may be proposed by the Manager or any Member. Following such proposal, the Manager shall submit to the Members a verbatim statement of any proposed amendment, providing that counsel for the Company shall have approved of the same in writing as to form, and the Manager shall include in any such submission a

recommendation as to the proposed amendment. The Manager shall seek the written vote of the Members and Managers on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of all of the Members (and, in the case of any amendment that increases a Manager's duties and/or obligations under this Agreement, such Manager).

ARTICLE X
TRANSFERS

10.1 Restrictions on Transfers.

Except as otherwise permitted by this Agreement, no Member shall Transfer all or any portion of its Interest.

10.2 Permitted Transfers.

(a) **AWP.** Subject to the conditions and restrictions set forth in Section 10.3, AWP and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) any of its Affiliate, or (b) any Person approved by all of the Members.

(b) **Ref-Fuel Company.** Subject to the conditions and restrictions set forth in Section 10.3, Ref-Fuel Company and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) AWP or any affiliate of AWP or (b) any Person approved by all of the Members.

(c) Notwithstanding of Sections 10.2(a) and 10.2(b) above, no Transfer shall be made by any Member if such Transfer will prevent or otherwise impede the exercise of the Call Option or Put Option, as the case may be. Notwithstanding anything to the contrary, exercise of the Call Option or Put Option shall be permitted.

Any Transfer permitted by this Section 10.2 shall be referred to in this Agreement as a "**Permitted Transfer**", and the Person to which the Interest is transferred shall be a "**Permitted Transferee**."

10.3 Conditions to Permitted Transfers.

Except for Transfers pursuant to the Call Option or the Put Option, a Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may reasonably be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Article X. In addition, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interest until it has received such information.

(c) Except in the case of a Transfer to an Affiliate of Ref-Fuel Company or AWP, the successors or transferees of either of them and their transferees shall execute certificates substantially similar to the certificates (the "**Form Transferor Certificate**" and the "**Form Transferee Certificate**") attached hereto as Exhibit A-1 and Exhibit A-2, respectively.

(d) Immediately following such Transfer, at least one Person other than a state or any political subdivision thereof, will be a Member of the Company owning a capital and profits interest therein.

10.4 Prohibited Transfers.

Any purported Transfer of any Interests that is not a Permitted Transfer shall be null and void and of no force or effect whatever; *provided* that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Interests Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company.

In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Member from all Damages that any of such indemnified Member may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.5 Rights of Unadmitted Assignees.

A Person who acquires a Interest but who is not admitted as a substituted Member pursuant to Section 10.6 hereof shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

10.6 Admission of Substituted Members.

Subject to the other provisions of this Article X, a transferee of a Interest may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 10.6:

(a) The Interest with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer;

(b) The transferee (other than a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Manager (and, in the case of clause (ii) below, the transferor Member), (i) become a party to this Agreement and (ii) assume the obligations of the transferor Member under this Agreement with respect to the Transferred Interest;

(c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Interest; and

(d) If required by the Manager, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Manager reasonably deems necessary or appropriate to effect, and as a condition to, such Transfer, including amendments to the Certificate or any other instrument filed with the State of Delaware or any other state or governmental authority.

10.7 Distributions and Allocations in Respect of Transferred Interests.

If any Interests are Transferred during any Allocation Year in compliance with the provisions of this Article X, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interests for such Allocation Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Allocation Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Tax Matters Member. Except

as provided in Section 4.2, all distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations, the Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer; provided that, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the Transfer, the Company shall recognize such Transfer as of the date of such Transfer, and *provided* further that if the Company does not receive a notice stating the date such Interest has been Transferred and such other information as the Tax Matters Member may reasonably require within thirty (30) days after the end of the Allocation Year during which the Transfer has occurred, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, is the owner of the Interest on the last day of such Allocation Year. Neither the Company nor any Manager or Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.7, whether or not the Manager, the Tax Matters Member or the Company has knowledge of any Transfer of ownership of any Interest.

ARTICLE XI

[Intentionally deleted]

ARTICLE XII

DISSOLUTION AND WINDING UP

12.1 Dissolution Events.

(a) **Dissolution.** The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a “**Dissolution Event**”):

(i) The Bankruptcy of the Company;

(ii) The sale of all or substantially all of the Properties;

(iii) The unanimous vote of the Members to dissolve, wind up, and liquidate the Company; or

(iv) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company or the Delaware Court of Chancery has entered a decree pursuant to Section 18-802 of the Act, and such decree has become final.

The Members hereby agree that, notwithstanding any provision of the Act, the dissolution, retirement, resignation, expulsion or Bankruptcy of any Member as a Member or the transferees of either of them, shall not constitute a Dissolution Event or otherwise result in the dissolution of the Company and the Company shall not dissolve prior to the occurrence of a Dissolution Event.

(b) **Reconstitution.** If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then within ninety (90) days after such determination (the “**Reconstitution Period**”), the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. Unless such an election is made within the Reconstitution Period, the Company shall liquidate and wind up its affairs in accordance with Section 12.2. If such an election is made within the Reconstitution Period, then:

(i) The reconstituted limited liability company shall continue until the occurrence of a Dissolution Event as provided in Section 12.1(a); and

(ii) Unless otherwise agreed to by all of the Members, the Certificate and this Agreement shall automatically constitute the Certificate and Agreement of such new Company. All of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed and transferred to the new Company. No bond, collateral, assumption or release of any Member’s or the Company’s liabilities shall be required;

provided that the right of the Members to select successor Managers and to reconstitute and continue the business of the Company shall not exist and may not be exercised unless the Company has received an opinion of counsel selected by AWP reasonably satisfactory to the Special Purpose Manager that the exercise of the right would not result in the loss of limited liability of any Member and neither the Company nor the reconstituted limited liability company would cease to be treated as a partnership for federal income tax purposes upon the exercise of such right to continue and that none of the Members or their Affiliates would recognize gain or taxable income upon such reconstitution.

12.2 Winding Up.

Upon the occurrence of (i) a Dissolution Event or (ii) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event (unless the Company is reconstituted pursuant to Section 12.1 (b) hereof), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Manager or Member shall take any action that is inconsistent with, or

not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Managers and Members until such time as the Properties have been distributed pursuant to this Section 12.2 and the Certificate has been canceled pursuant to the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed within ninety (90) days of the occurrence of the Dissolution Event or within ninety (90) days after the last day on which the Company may be reconstituted pursuant to Section 12.1(b) hereof, as the case may be. The Liquidator shall take full account of the Company's liabilities and Properties and shall cause the Properties or the proceeds from the sale thereof (as determined pursuant to Section 12.10), to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Members and Managers who are creditors, including pursuant to Section 5.4, to the extent otherwise permitted by law) in satisfaction of all of the Company's Debts and other liabilities including any claims and obligations as required by Section 18-804(b) of the Act (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to Members and former Members under Section 18-601 or 18-604 of the Act;

(b) Second, to Members and former Members of the Company in satisfaction of liabilities for distribution under Sections 18-601 or 18-604 of the Act; and

(c) The balance, if any, to the Members in accordance with the positive balances in their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

No Member or Manager shall receive additional compensation for any services performed pursuant to this Article XII.

12.3 Alternative Methods of Distributions.

(a) In the discretion of the Liquidator, a pro rata portion of the distributions that may otherwise be made to the Members pursuant to this Article XII may be:

(i) Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator subject to Section 12.2(a), in the same proportions as the amount distributed to such trust by the

Company would otherwise have been distributed to the Members pursuant to Section 12.2; or

(ii) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise); provided that such withheld amounts shall be distributed to the Members as soon as practicable.

The portion of the distributions that would otherwise have been made to each Member that is instead withheld to provide a reserve pursuant to Section 12.3(a) shall be determined in the same manner as the expense or deduction would have been allocated if the Company had realized an expense equal to such amounts immediately prior to distributions being made pursuant to Section 12.2.

12.4 Rights of Members.

Except as otherwise provided in this Agreement, each Member shall look solely to the Properties of the Company for the return of its Capital Contribution. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contributions, the Members shall have no recourse against the Company or any other Member or Manager.

12.5 Notice of Dissolution/Termination.

(a) In the event a Dissolution Event occurs [or an event occurs that would, but for provisions of Section 12.1, result in a dissolution of the Company], the Manager shall, within thirty (30) days thereafter, provide written notice thereof to each Member and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Manager) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business (as determined in the discretion of the Manager).

(b) Upon completion of the distribution of the Company's Properties as provided in this Article XII, the Company shall be terminated, and the Liquidator shall cause the filing of the Certificate of Cancellation pursuant to Section 18-203 of the Act and shall take all such other actions as may be necessary to terminate the Company.

12.6 Allocations During Period of Liquidation.

During the period commencing on the first day of the Allocation Year during which a Dissolution Event occurs and ending on the date on which all of the assets of the Company have been distributed to the Members pursuant to Section 12.2 (the "**Liquidation Period**"), the Members shall continue to share Profits, Losses, gain, loss and other items of Company income, gain, loss or deduction in the manner provided in

Article III hereof but no distributions shall be made to the Members during such Liquidation Period other than in accordance with Section 12.2.

12.7 Character of Liquidating Distributions.

All payments made in liquidation of the interest of a Member in the Company shall be made in exchange for the interest of such Member in Properties pursuant to Section 736(b)(1) of the Code, including the interest of such Member in the goodwill of the Company.

12.8 The Liquidator.

(a) **Definition.** The “**Liquidator**” shall mean the Manager or if the Manager is unable or unwilling to assume the responsibilities of the Liquidator, then the Liquidator shall be a Person elected by the Members holding a majority of the Interest based on the balance of each Member’s Capital Account as of the close of business the day before the day of determination.

(b) **Fees.** If the Liquidator is other than the Manager, the Company is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article XII and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

(c) **Indemnification.** Subject to Section 7.2, the Company shall indemnify, save harmless, and pay all judgments and claims against such Liquidator (other than the Manager which shall be indemnified under Section 7.1) or any officers, directors, agents or employees of such Liquidator relating to any Damages incurred by reason of any act performed or omitted to be performed by such Liquidator, or any officers, directors, agents or employees of such Liquidator in connection with the liquidation of the Company, including reasonable attorneys’ fees incurred by such Liquidator, officer, director, agent or employee in connection with the defense of any action based on any such act or omission, which attorneys’ fees may be paid as incurred, except to the extent such liability or damage is caused by the fraud, intentional misconduct of, or a knowing violation of the laws by, such Liquidator which was material to the cause of action.

12.9 Form of Liquidating Distributions.

For purposes of making distributions required by Section 12.2 hereof, the Liquidator may determine whether to distribute all or any portion of the Properties in-kind or to sell all or any portion of the Properties and distribute the proceeds therefrom.

ARTICLE XIII
CERTAIN REPRESENTATIONS AND COVENANTS

Each Member and its Permitted Transferee represents and covenants to the Company and the other Members as follows:

13.1 The Member (A) is an “Accredited Investor”, (B) is aware that the sale of the Interest to it is being made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act and (C) is acquiring the Interest for its own account by exercising its sole investment discretion. The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Interest, and the Member is able to bear the economic risk of its investment indefinitely.

13.2 The Member understands that the Interest is being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Interest has not been and will not be registered under the Securities Act, and, if in the future the Member decides to offer, resell, pledge or otherwise transfer the Interest, such Interest may be offered, resold, pledged or otherwise transferred only in accordance with the legend set forth on the cover of this Agreement. The Member acknowledges that no representation is made by the Company, other Members, the Manager or the Special Purpose Manager, as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Interest.

13.3 The Member understands that an investment in the Interest involves certain risks, including the risk of loss of a substantial part of its investment under certain circumstances. The Member has had access to such financial and other information concerning the Company, other Members, the Manager or the Special Purpose Manager, and the Interest as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Interest, including an opportunity to ask questions of and request information from the Company.

13.4 In connection with the purchase of the Interest: (i) none of the Company, other Members, the Manager or the Special Purpose Manager is acting as a fiduciary or financial or investment adviser for the Member; (ii) the Member is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company, other Members, the Manager or the Special Purpose Manager other than those set forth in this Agreement; (iii) none of the Company, other Members, the Manager or the Special Purpose Manager has given to the Member (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return,

performance, result, effect, consequence, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for the Interest; (iv) the Member has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the documentation for the Interest) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Company, other Members, the Manager or the Special Purpose Manager; (v) the Member is purchasing the Interest with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (vi) the Member is a sophisticated investor familiar with transactions similar to its investment in the Interest.

13.5 The Member understands that the Interest may not at any time be held by or on behalf of a Person that is not an "Accredited Investor."

13.6 The Member will not, at any time, offer to buy or offer to sell the Interest by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

ARTICLE XIV
MISCELLANEOUS

14.1 Notices.

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes when the same is actually received, and shall be addressed as follows, or to such other address as such Person may from time to time specify by notice to the Members and the Managers:

- (a) If to the Company, to the address determined pursuant to Section 1.4;
- (b) If to a Member, to the address set forth in Section 2.1; and
- (c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel

With copies to:

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10006
Attention: Craig Miller

14.2 Binding Effect.

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Managers and Members and their respective successors, transferees and assigns.

14.3 Construction.

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member or Manager.

14.4 Headings.

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

14.5 Severability.

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 13.5 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member or Manager to lose the material benefit of its economic bargain.

14.6 Incorporation by Reference.

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

14.7 Governing Law.

The laws of the State of Delaware without regard to its conflict of law principles shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

14.8 Waiver of Jury Trial.

Each of the Members irrevocably waives to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14.9 Counterpart Execution.

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and Managers had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.10 Specific Performance.

Each Member and Manager agrees with each Member and Manager that the Members and Managers would be irreparably damaged if the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members and Managers may be entitled, at law or in equity, the nonbreaching Members and Managers shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

14.11 Consent to Jurisdiction.

Each Member and Manager (i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any New York State Court located in the Borough of Manhattan in New York City and of any appellate court from any thereof in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. A final judgment in any such action shall be conclusive and maybe enforced in other jurisdictions.

14.12 Nature of Interest.

Each Member, the Manager and the Special Purpose Manager acknowledges and agrees that each Interest is a “security” governed by Article 8 of the UCC.

IN WITNESS WHEREOF, the parties have executed and entered into this Limited Liability Company Agreement of the Company as of the day first above set forth.

[signatures follow on separate pages]

American Ref-Fuel Company of Hempstead,
as Member

By: /s/ William R. Reynolds
Name: William R. Reynolds
Title: Vice President-Treasurers

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF H LEASING COMPANY, LLC.

Allied Waste North America, Inc.,
as Member

By: /s/ Steven M. Helm

Name: Steven M. Helm

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF H LEASING COMPANY, LLC AND IS EXECUTED BY THE PARTY NAMED ABOVE IN ITS CAPACITY AS A MEMBER.

Allied Waste North America, Inc.,
as Manager

By: /s/ Steven M. Helm

Name: Steven M. Helm

Title: Secretary

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF H LEASING COMPANY, LLC.

American Ref-Fuel Company of Hempstead,
as Special Purpose Manager

By: /s/ William R. Reynolds

Name: William R. Reynolds

Title: Vice President-Treasurer

THIS IS A SIGNATURE PAGE TO THE LIMITED LIABILITY COMPANY AGREEMENT OF H LEASING COMPANY, LLC.

**FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
H LEASING COMPANY, LLC**

THIS FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF H LEASING COMPANY, LLC (this "Amendment") is made and entered into effective as of May 1, 2002, by and between Allied Waste North America, Inc., a Delaware corporation ("Allied"), and BFI Energy Systems of Hempstead, Inc., a Delaware corporation ("BFI Hempstead").

RECITALS

WHEREAS, H Leasing Company, LLC (the "Company") was formed as a Delaware limited liability company upon the filing of its Certificate of Formation with the Secretary of State of the State of Delaware on December 14, 2000. The business and affairs of the Company, and the rights, privileges, duties, obligations and relationship of its Members are governed by that certain Limited Liability Company Agreement of H Leasing Company, LLC dated effective as of April 30, 2001 (the "Operating Agreement"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given those terms in the Operating Agreement;

WHEREAS, pursuant to a Permitted Transfer effective April 30, 2002, American Ref-Fuel Company of Hempstead, a New York general partnership ("Ref-Fuel Company"), transferred to BFI Hempstead all of its Interest in the Company, with BFI Hempstead thereby becoming a substituted Member with respect to such Interest; and

WHEREAS, the parties desire to amend certain provisions of the Operating Agreement as described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, received to the full satisfaction of each of them, the parties agree as follows:

AGREEMENT

1. Substituted Member. Each and every instance where the name "American Ref-Fuel Company of Hempstead, a New York general partnership" appears in the Operating Agreement is hereby amended to read "BFI Energy Systems of Hempstead, Inc., a Delaware corporation". Except as contained in Section 2.1 of the Operating Agreement, each and every instance where the name "American Ref-Fuel Company of Hempstead" appears in the Operating Agreement is hereby amended to read "BFI Energy Systems of Hempstead, Inc." Each and every instance where the defined term "Ref-Fuel Company" appears in the Operating Agreement is hereby amended to read "BFI Hempstead".

2. Amendment of Section 1.3(a). Section 1.3(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

"(a) The purposes of the Company are limited solely (i) to acquiring, owning,

leasing, managing, conserving, maintaining, protecting, servicing and selling, transferring, pledging or hypothecating or otherwise disposing of investments in Garbage Trucks and Other Assets which, when held by the Company shall be held by the Company solely for lease to third parties, (ii) to lending Company funds, in excess of funds necessary to pay liabilities, to the Company's Affiliates on terms no less favorable to the Company than those that would have been entered into with unrelated third parties, (iii) to acquiring, owning, holding, investing, reinvesting, selling, encumbering and otherwise dealing with personal property of every kind and description, and (iv) to engaging in activities incidental to the purposes set forth in clauses (i), (ii) and (iii)."

3. Amendment of Section 1.10. Section 1.10 of the Operating Agreement is hereby amended as follows:

a. The definition of "Affiliate" is hereby amended in its entirety to read as follows:

"Affiliate" means, with respect to any Person, an "affiliate" within the meaning of Rule 12b-2 of the Securities Exchange Act of 1934, as amended."

b. The definition of "Call Option" is hereby deleted in its entirety.

c. The definition of "Liquidation Period" is hereby amended in its entirety to read as follows:

"Liquidation Period" has the meaning set forth in Section 12.6."

d. The definition of "Liquidator" is hereby amended in its entirety to read as follows:

"Liquidator" has the meaning set forth in Section 12.8(a)."

e. The definition of "Put Option" is hereby deleted in its entirety.

f. The definition of "Redemption" is hereby deleted in its entirety.

g. The definition of "Responsible Administrative Officers" is hereby amended in its entirety to read as follows:

"Responsible Administrative Officers" has the meaning set forth in Section 5.4(c)."

h. The definition of "Responsible Participating Officers" is hereby amended in its entirety to read as follows:

"Responsible Participating Officers" has the meaning set forth in Section 5.4(c)."

4. Amendment of Section 2.1. A new footnote is hereby added to Section 2.1 of the Operating Agreement immediately following the reference to “American Ref-Fuel Company of Hempstead,” which footnote shall read as follows:

“Pursuant to a Permitted Transfer effective as of April 30, 2002, American Ref-Fuel Company of Hempstead, a New York general partnership, transferred its entire Interest in the Company to BFI Energy Systems of Hempstead, Inc. Concurrently with such Permitted Transfer, BFI Energy Systems of Hempstead, Inc. was admitted as a substituted Member of the Company. The address of BFI Energy Systems of Hempstead, Inc. is 15880 North Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, Attention: General Counsel, Facsimile No.: (480)627-2703.”

5. Amendment of Section 3.3(b). The reference to Section 3.3(a) in the last sentence of Section 3.3(b) of the Operating Agreement is hereby amended to read “Section 3.3(b)”.

6. Amendment of Section 3.3(c). The reference to Section 3.3(b) in the last sentence of Section 3.3(c) of the Operating Agreement is hereby amended to read “Section 3.3(c)”.

7. Amendment of Section 3.3(d). The two references to Section 3.3(c) in Section 3.3(d) of the Operating Agreement are each hereby amended to read “Section 3.3(d)”.

8. Amendment of last subsection of Section 3.3. The caption for the last subsection of Section 3.3 of the Operating Agreement is hereby amended to read “**(e) Gross Income Allocation**” The two references to Section 3.3(d) in the last subsection of Section 3.3 of the Operating Agreement are each hereby amended to read “Section 3.3(e)”.

9. Amendment of Section 3.4. The first sentence of Section 3.4 of the Operating Agreement is hereby amended in its entirety to read as follows:

“The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c), 3.3(d) and 3.3(e) (the “**Regulatory Allocations**”) are intended to comply with certain requirements of the Regulations.”

10. Amendment of Section 3.5(a). Section 3.5(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Tax Matters Member using any permissible method under Code Section 706 and the Regulations thereunder.”

11. Amendment of Section 4.1. Section 4.1 of the Operating Agreement is hereby amended in its entirety to read as follows:

“**4.1 Distributions.** The Company shall make distributions to the Members, pro rata in accordance with their Percentage Interests, in such amounts and at such times as the Manager and the Special Purpose Manager shall unanimously agree.”

12. Amendment of Section 5.4(a), Section 5.4(a) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(a) The Manager and Special Purpose Manager shall cause the Company to conduct its business and operations separate and apart from that of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, including, without limitation, (i) maintaining books and financial records of the Company separate from the books and financial records of any Member, the Manager, the Special Purpose Manager or any of their Affiliates, and observing all Company procedures and formalities, including, without limitation, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to authorization of the Members as required under this Agreement, (ii) causing the Company to pay its liabilities only from available assets of the Company, and (iii) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.”

13. Amendment of Section 5.4(e), Section 5.4(e) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(e) [Intentionally deleted]”.

14. Amendment of Section 6.2(d), The reference to Section 6.3 in Section 6.2(d) of the Operating Agreement is hereby amended to read “Section 6.2”. The reference to Section 13.1 in Section 6.2(d) of the Operating Agreement is hereby amended to read “Section 14.1”.

15. Amendment of Section 6.9(b), Section 6.9(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) [Intentionally deleted]”.

16. Amendment of Section 6.9(j), Section 6.9(j) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(j) [Intentionally deleted]”.

17. Amendment of Section 8.2(b), Section 8.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) **Reports**. The Manager and the Special Purpose Manager, as the case may be, shall cause to be delivered to each Member such reports as any Member may reasonably request from time to time.”

18. Amendment of Section 8.3(a), The first sentence of Section 8.3(a) of the Operating Agreement is hereby amended to read as follows:

“The Tax Matters Member shall be permitted to, without any further consent of the Members being required (except as specifically required herein) but after first obtaining the prior written consent of the Special Purpose Manager, make any and all elections at its sole discretion for federal, state and local tax purposes.”

19. Amendment of Section 10.2(b). Section 10.2(b) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(b) **BFI Hempstead**. Subject to the conditions and restrictions set forth in Section 10.3, BFI Hempstead and any of its successors or transferees may at any time Transfer all or any portion of its Interest to (a) any of its Affiliates, or (b) any Person approved by all of the Members.”

20. Amendment of Section 10.2(c). Section 10.2(c) of the Operating Agreement is hereby amended in its entirety to read as follows:

“(c) [Intentionally deleted]”.

21. Amendment of Section 10.3. The first paragraph of Section 10.3 of the Operating Agreement is hereby amended to read as follows:

“A Transfer shall not be treated as a Permitted Transfer under Section 10.2 hereof unless and until the following conditions are satisfied:”

22. Amendment of Section 14.1. Clause (c) of Section 14.1 of the Operating Agreement is hereby amended to read as follows:

“(c) If to the Manager:

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
Attention: General Counsel”.

23. Amendment of Section 14.11. Clause (i) of Section 14.11 of the Operating Agreement is hereby amended to read as follows:

“(i) irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Arizona and any Arizona State Court located in Maricopa County, Arizona and of any appellate court from any thereof in any action arising out of this Agreement;”.

24. Effect of this Amendment. Except as expressly set forth in this Amendment, all other terms and provisions of the Operating Agreement remain in full force and effect.

25. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Allied Waste North America, Inc.

By: /s/ Donald W. Slager

Its: Vice President, Operations

BFI Energy Systems of Hempstead, Inc.

By: /s/ Donald W. Slager

Its: President

Approved as to form:

/s/ Jo Lynn White

Jo Lynn White, Counsel

F0100 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Formation



The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following document and sets forth:

1. Name of the Limited Liability Company

▷ Hancock County Development Company, LLC

2. The future effective date is: upon filing
(Complete if applicable)

3. Federal Tax ID

▷ Applied for

4. Name and Street Address of the Registered Agent and Registered Office is

▷ Name: CT Corporation System

▷ Physical Address: c/o CT Corporation System, 645 Lakeland East Drive, Suite 101

▷ P.O. Box _____

▷ City, State, ZIPS, ZIP4 Flowood MS 39232 -

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve

▷ _____

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark appropriate box)

▷ o Yes No

7. Other matters the managers or members elect to include

▷ _____

▷ _____



OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Formation

By: Signature JL White (Please keep writing within blocks)

Printed Name: Jo Lynn White Title: Authorized Agent

Street and Mailing Address

Physical Address: 15880 N. Greenway-Hayden Loop, Suite 100

P.O. Box _____

City, State, ZIPS, ZIP4 Scottsdale AZ 85260 -

By: Signature (Please keep writing within blocks)

Printed Name _____ Title _____

Street and Mailing Address

Physical Address _____

P.O. Box _____

City, State, ZIP5, ZIP4 _____ -

**OPERATING AGREEMENT OF
HANCOCK COUNTY DEVELOPMENT COMPANY, LLC**

This Operating Agreement is executed as of September 19, 2005, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Hancock County Development Company, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Mississippi law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Mississippi shall be CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi, County of Harrison. The registered office may be changed to any other place within the State of Mississippi upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Mississippi are CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Mississippi, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Mississippi. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 29-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 29-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Mississippi Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Mississippi Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Mississippi Law. The laws of the State of Mississippi shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Mississippi Limited Liability Company Act, as set forth in Miss. Code Ann. Tit. 79, § 29-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

(Profit Domestic Corporation)
ARTICLES OF INCORPORATION
OF

WHITE'S TRUCKING & SANITARY LANDFILL, INC.
(Name of Corporation)

These Articles of Incorporation are signed by the incorporator(s) for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as follows:

ARTICLE I.

The name of the corporation is **White's Trucking & Sanitary Landfill, Inc.**

ARTICLE II.

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

To provide a garbage and trash collection service for the City of Manistee and surrounding Townships; to provide this service through pick-up and disposal of refuse at site or sites to be owned by the corporation; to do any and all things permitted by profit corporations of this State necessary and incidental to the above purposes.

ARTICLE III.

(Use the following if the shares are to consist of one class only.)

The total authorized capital stock is:

(1) Common shares 50,000 Par Value \$1.00 per share
(No. of Shares)

OR (2) Common shares _____ without par value.
(No. of Shares)

ARTICLE VII.

OPTIONAL (Delete Article VII if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VIII.

(Here insert any desired additional provisions authorized by the Act)

IN WITNESS WHEREOF, the undersigned the incorporator(s) of the above-named corporation, has (have) hereunto signed these Articles of Incorporation on this 30th day of May, 1973.

Lauren T. White _____

Annette M. White _____

(See Instructions on Reverse Side)

[ILLEGIBLE]

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

F I L E D

Date Received

FEB 4 1982

January 19, 1982

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

CORPORATION NUMBER 129 - 780

(See Instructions on Reverse Side)

(For Use by Domestic Corporations)

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION**

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 631, Act 284, Public Acts of 1972, as amended:

- 1. The name of the corporation is WHITE'S SANITARY LANDFILL, INC.
- 2. The location of the registered office is

2121 Hill Road	Manistee	Michigan	49660
(No. and Street)	(Town or City)		(Zip Code)

3. The following amendment to the Articles of Incorporation was adopted on the 3rd day of January, 1982. (Check one of the following)

- by the shareholders in accordance with Section 611 (2), Act 284, Public Acts of 1972, as amended. The necessary number of shares as required by statute were voted in favor of the amendment.
- by written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2), Act 284, Public Acts of 1972, as amended. Written notice to shareholders who have not consented in writing has been given. [Note: Written consent by less than all of the shareholders is permitted only if such provision appears in Articles of Incorporation.]
- by written consent of all the shareholders entitled to vote in accordance with Section 407 (3), Act [ILLEGIBLE], Public Acts of 1972, as amended.

Resolved, that Article I of the Articles of Incorporation be amended to read as follows: (Any article being amended is required to be set forth in its entirety.)

The name of the Corporation is HARLAND'S SANITARY LANDFILL, INC.

Signed this 15th day of January, 1982

BY /s/ Annette Harland
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Annette Harland, Vice-President/Secretary
(Type or Print Name and Title)

**BY-LAWS
OF
HARLAND'S SANITARY LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be Harland's Sanitary Landfill, Inc., c/o USA Waste Services, Inc., 1001 Fannin, Suite 4000, Houston, Texas 77002.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Michigan as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Michigan, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meetings of stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect directors and transact such other business as may properly be brought before the meeting. Written notice of each annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Special meetings of stockholders may be called by the President or the Board of Directors. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any

business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three (3) years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholders and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than one director, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. At each annual meeting of stockholders beginning with the first, successor directors shall be elected. Each director shall hold office until the ensuing meeting and until such director's successor is elected and qualified or until such director's earlier death, resignation, or removal.

Directors of the Corporation may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in

office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Corporation's Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Michigan. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the time of the meeting, by telephone, electronic facsimile or telegram not less than twenty-four (24) hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Corporation's Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Corporation's Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any

absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The offices of the Corporation shall be chosen by the Board of Directors and shall be a President and a Secretary. The Board of Directors, in its discretion, may also choose one Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Corporation's Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and other compensation of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. The President. The President shall be the chief executive officer and the chief operating officer of the Corporation, shall have general direction of the business and affairs of the Corporation and general supervision over its several officers, subject, however, to the control of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with the Secretary or Assistant Secretary, certificates representing shares of stock of the Corporation. The President shall execute and deliver, in the name and on behalf of the Corporation, (i) contracts or other instruments authorized by the Board of Directors and (ii) contracts or instruments in the usual and regular course of business except in cases when the execution and delivery thereof shall be expressly delegated or permitted by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of President and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these Bylaws.

Section 5. Vice Presidents. Vice Presidents, if there be any, shall perform such duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws or by the Board of Directors. The Vice President may sign certificates of stock of the Corporation. In the absence or disability of the President, a Vice President may preside at meetings of the stockholders and the Board of Directors.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings

of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Treasurer. The Treasurer, if there be one, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 8. Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or a Vice President and (ii) by the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder of stock in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Corporation's Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Corporation's Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal, if there shall be one, shall be in such form as the Board of Directors may prescribe.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings Other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer, of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such directors or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been

successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Michigan for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding may be required by the Board of Directors to be paid (upon such terms and conditions, if any, as the Board deems appropriate) by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The

indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 of Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Michigan, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors and officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such indemnification relates to such person's acts while serving in any of the foregoing capacities, of such constituent corporation, as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director or officer of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this

Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX AMENDMENTS

Section 1. Except as otherwise provided in the Corporation's Certificate of Incorporation, these By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. Except as otherwise provided in the Corporation's Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Formation



The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following document and sets forth:

1. Name of the Limited Liability Company

Harrison County Landfill, LLC

2. The future effective date is

(Complete if applicable)

3. Federal Tax ID

TBA

4. Name and Street Address of the Registered Agent and Registered Office is

Name C T Corporation System

Physical

Address c/o C T Corporation System, 645 Lakeland East Drive, Suite 101

P.O. Box

City, state, ZIP5, ZIP4 Flowood MS 39232

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve

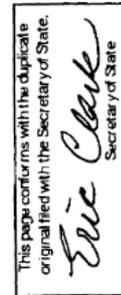
Perpetual

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark appropriate box)

Yes No

7. Other matters the managers or members elect to include

Allied Waste North America, Inc. (Sole Member)





By: Signature *J White*
Printed Name Jo Lynn White

(Please keep writing within blocks)

Title Secretary

Street and Mailing Address

Physical Address 15880 N. Greenway-Hayden Loop, Suite 100

P.O. Box _____

City, state, ZIPS, ZIP4 Sconsdale AZ 85260

By: Signature *Dale L Parker*
Printed Name Dale L. Parker

(Please keep writing within blocks)

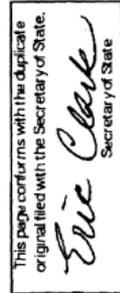
Title Vice President

Street and Mailing Address

Physical Address 15880 N. Greenway-Hayden Loop, Suite 100

P.O. Box _____

City, state, ZIP5, ZIP4 Sconsdale AZ 85260



**OPERATING AGREEMENT OF
HARRISON COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of August 5, 2003, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Harrison County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Mississippi law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Mississippi shall be CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi, County of Harrison. The registered office may be changed to any other place within the State of Mississippi upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Mississippi are CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Mississippi, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Mississippi. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 29-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 29-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Mississippi Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Mississippi Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Mississippi Law. The laws of the State of Mississippi shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Mississippi Limited Liability Company Act, as set forth in Miss. Code Ann. Tit. 79, § 29-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution

\$ 100.00

[ILLEGIBLE]

HONEYGO RUN RECLAMATION CENTER, INC.

(A Maryland Close Corporation)

ARTICLES OF INCORPORATION

FIRST: I, WAYNE B. KNIGHT, whose post office address is 8814 Cowenton Avenue, Perry Hall, Maryland 21128, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation, which is hereinafter referred to as the "Corporation," is HONEYGO RUN RECLAMATION CENTER, INC.

THIRD: The Corporation shall be a close corporation as authorized by Title 4 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended.

FOURTH: The purposes for which the Corporation is formed are:

1. To engage in the business of operating a rubble landfill and recycling of non-toxic construction waste.
2. To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FIFTH: The post office address of the principal office of the corporation in this State is 8814 Cowenton Avenue, Perry Hall, Maryland 21128. The name and post office address of the Resident Agent of the Corporation in this State is: Daniel J. Hanley, Esquire, 206 Washington Avenue, P.O. Box 5506, Towson, Maryland 21204. Said Resident Agent is an individual actually residing in this State.

LAW OFFICES
HANLEY AND HANLEY
206 WASHINGTON AVE.
P.O. BOX 5506
TOWSON, MARYLAND 21204

(410) 823-1174

SIXTH: The total number of shares of capital stock which the Corporation has authority to issue is as follows:

1. Two Thousand Five Hundred (2,500) shares of Class-A Voting Common Stock without par value;
2. Two Thousand Five Hundred (2,500) shares of Class-B Non-Voting Common Stock without par value;

SEVENTH: The Corporation elects to have no Board of Directors effective at the latter of:

- (1) The time that the organizational Meeting of Directors and the issuance of at least one (1) share of stock in the Corporation are completed; or
- (2) The time this charter document in which said election has been made becomes effective.

In the interim period Wayne B. Knight shall serve as Director of the Corporation.

EIGHTH: The Corporation, upon unanimous approval of the stockholders, reserves the right to make from time to time any amendments of its charter which may now or hereafter be authorized by law.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, this 14 day of July, 1992, and I acknowledge the same to be my act.

/s/ [ILLEGIBLE]

Witness

/s/ Wayne B. Knight

Wayne B. Knight

(SEAL)

LAW OFFICES
HANLEY AND HANLEY
206 WASHINGTON AVE.
P.O. BOX 5506
TOWSON, MARYLAND 21204

(410) 823-1174

ARTICLES OF AMENDMENT
A CLOSE CORP.

(1)

(2) HONEYGO RUN RECLAMATION CENTER, INC.

a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that:

(3) The charter of the corporation is hereby amended as follows:

Article Three is deleted in its entirety.

Article Seven is deleted in its entirety.

(4) This amendment of the charter of the corporation has been approved by the stockholders. This is a close corporation that has elected to have no directors.

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a corporate act.

(5) /s/ David A. Barclay
Secretary
David A. Barclay

(5) /s/ James E. O'Connor
President
James E. O'Connor

(6) Return address of filing party:

The Corporation Trust Incorporated

300 East Lombard Street

Baltimore, MD 21202

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the ___ [ILLEGIBLE] on file in this office. DATE: 6-12-09.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

By: /s/ [ILLEGIBLE], Custodian [ILLEGIBLE] replaces our previous certification system. Effective: 6/95

**AMENDED AND RESTATED BYLAWS
OF
HONEYGO RUN RECLAMATION CENTER, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at

or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**PARTNERSHIP AGREEMENT
OF
ILLIANA DISPOSAL PARTNERSHIP**

This Partnership Agreement is entered into as of December 31, 1997, among Illiana Disposal Service, Inc., an Indiana corporation, Service Waste, Inc., an Indiana corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Illiana Disposal Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and

1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code § 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding

unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Illiana Disposal Service, Inc.
an Indiana corporation

By: /s/ Larry D. Henk
Its: Vice President

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President

Service Waste, Inc.
an Indiana corporation

By: /s/ D. W. Slager
Its: Executive Vice President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
Illiana Disposal Service, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	All right, title and interest in and to the operating assets and liabilities of its waste operations	58%
Service, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	All right, title and interest in and to the operating assets and liabilities of its waste operations	41%
Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 75,195	1%

**FIRST AMENDMENT TO PARTNERSHIP AGREEMENT OF
ILLIANA DISPOSAL PARTNERSHIP**

This First Amendment to Partnership Agreement of Illiana Disposal Partnership (the "First Amendment") is entered into effective as of December 1, 1998, by and between Allied Waste North America, Inc., a Delaware corporation ("AWNA") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("AWLH")(collectively, the "Partners").

RECITALS

J. Illiana Disposal Partnership (the "Partnership") was formed as an Indiana general partnership pursuant to that certain Partnership Agreement of Illiana Disposal Partnership, dated as of December 31, 1997 (the "Agreement") between Illiana Disposal Service, Inc. and Service Waste, Inc. both Indiana corporations (collectively "Illiana") and AWLH. Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

K. Pursuant to an Agreement and Plan of Merger between Illiana and AWNA, among others, dated October 30, 1998, Illiana merged with and into AWNA, resulting in a transfer by operation of law of Illiana's interest in the Partnership to AWNA.

L. The Partners desire to acknowledge the merger and the admission of AWNA as a substituted partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

7. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of Illiana's interest in the Partnership to AWNA and (b) the admission of AWNA as a substituted partner.

8. Acceptance. AWNA hereby acknowledges the assumption of all of AWNA's responsibilities and obligations with respect to the Partnership, and agrees to be bound by the provisions of the Agreement.

3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, Vice President

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, President

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

ARTICLE SIX

OPTIONAL

The number of directors constituting the initial board of directors of the corporation is _____ and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address

ARTICLE SEVEN

OPTIONAL

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT

OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated Dec 20, 1985

- | | |
|---|--|
| <p>1. <u>[Signature]</u>
Signature
<u>T. H. Van Weelden</u>
Name (please print)</p> | <p>1. _____
Post Office Address
<u>P.O. Box 300</u>
Street
<u>Danville, IL 61832</u>
City/Town State Zip</p> |
| <p>2. _____
Signature
Name (please print)</p> | <p>2. _____
Street
City/Town State Zip</p> |
| <p>3. _____
Signature
Name (please print)</p> | <p>3. _____
Street
City/Town State Zip</p> |

(Signatures must be in ink on original document. Carbon copy, wax or rubber stamp signatures may only be used on confirmed copies)
NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

0 2 1 5 1 0 5 2 4

Form BCA-218

ARTICLES OF INCORPORATION
FILED

JAN - 7 1986

JIM EDGAR
SECRETARY OF STATE

FEE SCHEDULE

The following fees are required to be paid in the time of issuing the Certificate of Incorporation: FILING FEE \$75.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial shares plus fee Art. 31, MINIMUM \$50; INITIAL FILING FEE of 1/20th of 1% of the consideration to be received for initial shares plus fee Art. 31 MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Consideration to be Received	TOTAL DUE*
up to \$1,000	\$100.50
\$ 5,000	\$102.50
\$ 10,000	\$105.00
\$ 25,000	\$112.50
\$ 50,000	\$150.00
\$100,000	\$225.00

*Includes Filing Fee + License Fee + Franchise

PAID

JAN 07 1986

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-6961

**BYLAWS
OF
ILLINOIS LANDFILL, INC.**

ARTICLE I

Meetings of Shareholders

Section 1.1. Annual Meetings. Annual meetings of the shareholders of Illinois Landfill, Inc., (the "Corporation") shall be held at such date, time and place, within or without the State of Illinois, as shall be designated by the Board of Directors.

Section 1.2. Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the Board of Directors or the President and shall be called by the Board of Directors if the Secretary receives written, dated, and signed demands for a special meeting, describing in reasonable detail the purpose or purposes for which it is to be held, from the holders of shares representing at least 25 percent of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. If the Secretary receives one or more proper written demands for a special meeting of shareholders, the Board of Directors may set a record date for determining shareholders entitled to make such demand. The Board of Directors or the President, as the case may be, calling a special meeting of shareholders shall set the date, time, and place of such meeting, which may be held within or without the State of Illinois.

Section 1.3. Notices. A written notice, stating the date, time, and place of any meeting of the shareholders, and in the case of a special meeting the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation, to each shareholder of record of the Corporation entitled to notice of or to vote at such meeting no fewer than ten nor more than sixty days before the date of the meeting, or as otherwise provided by the Corporation Law. In the event of a special meeting of shareholders required to be called as the result of a demand therefor made by shareholders, such notice shall be given no later than the sixtieth day after the Corporation's receipt of the demand requiring the meeting to be called. Notice of shareholders' meetings, if mailed, shall be mailed, postage prepaid, to each shareholder at his address shown in the Corporation's current record of shareholders.

A shareholder or his proxy may at any time waive notice of a meeting if the waiver is in writing and is delivered to the Corporation for inclusion in the minutes or filing with the

EXHIBIT A

Corporation's records. A shareholder's attendance at a meeting, whether in person or by proxy, (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder or his proxy objects to considering the matter when it is presented. Each shareholder who has in the manner described above waived notice or objection to notice of the shareholders' meeting shall be conclusively presumed to have been given due notice of such meeting (including the purpose or purposes thereof if such shareholder in the manner described above waived objection to the consideration of a particular matter).

If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment, unless a new record date is or must be established for the adjourned meeting.

Section 1.4. Participation by Conference Telephone. Any or all shareholders may participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 1.5. Written Consents. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if the action is taken by all shareholders. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 1.5 is effective when the last shareholder signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 1.5 has the effect of a meeting vote and may be described as such in any document.

Section 1.6. Voting. Except as otherwise provided by the Corporation Law or the Corporation's Articles of Incorporation, each capital share of any class of the Corporation that is outstanding at the record date and represented in person or by proxy at the annual or special meeting shall entitle the record holder thereof, or his proxy, to one vote on each matter voted on at the meeting.

Section 1.7. Quorum. Unless the Corporation's Articles of Incorporation or the Corporation Law provide otherwise, at all meetings of shareholders a majority of the votes entitled to be cast on a matter, represented in person or by proxy, constitutes a quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum exists; provided, however, that any meeting of shareholders, including annual and special meetings and any adjournments thereof, may be adjourned to a later date although less than a quorum is present. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any meeting held pursuant to an adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 1.8. Vote Required to Take Action. If a quorum exists as to a matter to be considered at a meeting of shareholders, action on such matter (other than the election of Directors) is approved if the votes properly cast favoring the action exceed the votes properly cast opposing the action, unless the Corporation's Articles of Incorporation or the Corporation Law require a greater number of affirmative votes. Directors shall be elected by a plurality of the votes properly cast.

Section 1.9. Record Date. Only such persons shall be entitled to notice of or to vote, in person or by proxy, at any shareholders' meeting as shall appear as shareholders upon the books of the Corporation as of such record date as the Board of Directors shall determine, which date may not be earlier than the date seventy days immediately preceding the meeting unless otherwise permitted by the Corporation Law. In the absence of such determination, the record date shall be the fiftieth day immediately preceding the date of such meeting. Unless otherwise provided by the Board of Directors, shareholders shall be determined as of the close of business on the record date.

Section 1.10. Proxies. A shareholder may vote his shares either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder (including authorizing the proxy to receive, or to waive, notice of any shareholders' meetings within the effective period of such proxy) by signing an appointment form, either personally or by the shareholder's attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes and is effective for 11 months unless a different period is expressly provided in the appointment form. The proxy's authority may be limited to a particular meeting or may be general and authorize the proxy to represent the shareholder at any meeting of shareholders held within the time provided in the appointment form. Subject to the Corporation Law and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

ARTICLE II

Directors

Section 2.1. Number and Term; Authority. The business of the Corporation shall be managed by a Board of Directors consisting of at least one Director and no more than five Directors. The exact number of Directors of the Corporation shall be fixed by the Board of Directors within the range established by the preceding sentence, and may be changed within that range from time to time by the Board of Directors. Each Director shall be elected for a term of office to expire at the annual meeting of shareholders next following his election. The Director shall continue to serve until his successor is elected and qualified, or until the earlier of his death, resignation, disqualification, or removal by shareholders, or until there is a decrease in the number of Directors; provided, however, that a Director cannot be removed by such decrease unless in connection with an election of Directors by shareholders.

The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board or a Committee established by the Board and granted authority to bind the Corporation.

Section 2.2. Quorum and vote Required to Take Action. A majority of the whole Board of Directors (the size of which shall be determined in accordance with the latest action of the Board of Directors fixing the number of Directors) shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors, unless the act of a greater number is required by the Corporation Law, the Corporation's Articles of Incorporation, or these Bylaws.

Section 2.3. Annual and Regular Meetings. The Board of Directors shall meet annually, without notice, on the same day as the annual meeting of the shareholders, for the purpose of transacting such business as properly may come before the meeting. Other regular meetings of the Board of Directors, in addition to said annual meeting, shall be held on such dates, at such times, and at such places as shall be fixed by resolution adopted by the Board of Directors or otherwise communicated to the Directors. The Board of Directors may at any time alter the date for the next annual meeting of the Board of Directors.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be called by the President or any member of the Board of Directors upon not less than 24 hours' notice given to each Director of the date, time, and place of the meeting, which notice need not specify the purpose or purposes

of the special meeting. Such notice may be communicated in person (either in writing or orally), by telephone, telegraph, teletype or other form of wire or wireless communication or by mail, and shall be effective at the earlier of the time of its receipt or, if mailed, five days after its mailing. Notice of any meeting of the Board may be waived in writing at any time if the waiver is signed by the Director entitled to the notice and is filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 2.5. Written Consents. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.5 is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 2.5 has the effect of a meeting vote and may be described as such in any document.

Section 2.6. Participation, by Conference Telephone. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of, any means of communication, such as conference telephone, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 2.7. Committees.

(a) The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them, by resolution of the Board of Directors adopted by a majority of all the Directors in office when the resolution is adopted. Each committee may have one or more members, and all the members of a committee shall serve at the pleasure of the Board of Directors.

(b) To the extent specified by the Board of Directors in the resolutions creating a committee, each committee may exercise all of the authority of the Board of Directors; provided, however, that a committee may not:

- (1) authorize dividends or other distributions as defined by the Corporation Law, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors;
- (2) approve or propose to shareholders action that is required to be approved by shareholders;
- (3) fill vacancies on the Board of Directors or on any of its committees;
- (4) amend the Corporation's Articles of Incorporation;
- (5) adopt, amend, repeal, or waive any provision of these Bylaws; or
- (6) approve a plan of merger not requiring shareholder approval.

(c) Except to the extent inconsistent with the resolutions creating a committee, Sections 2.1 through 2.6 of these Bylaws, which govern meetings, actions without meetings, notices and waivers of notice, quorum and voting requirements, and telephone participation in meetings of the Board of Directors, shall apply to the committee and its members.

ARTICLE III

Officers

Section 3.1 Designation, Selection, and Terms. The officers of the Corporation shall consist of the President and the Secretary. The officers of the Corporation shall be elected by the Board of Directors. The Board of Directors may also elect a Treasurer, Vice Presidents, Assistant Secretaries, and such other officers or assistant officers as it may from time to time determine by resolution creating the office and defining the duties thereof. In defining the duties of officers, the Board of Directors may designate a chief executive officer, a chief operating officer, a chief administrative officer, a chief financial officer, a chief accounting officer, or similar functional titles. Officers need not be selected from among the members of the Board of Directors. Any two or more offices may be held by the same person. The election or appointment of an officer does not itself create contract rights.

Section 3.2. Removal. The Board of Directors may remove any officer at any time with or without cause. Vacancies in such offices, however occurring, may be filled by the Board of Directors at any meeting of the Board of Directors.

Section 3.3. President. The President shall have and may exercise all of the powers and duties as are incident to his office or may from time to time be delegated to him by the Board of Directors.

Section 3.4. Secretary. The Secretary shall be the custodian of the books, papers, and records of the Corporation and of its corporate seal, if any, and shall be responsible for seeing that the Corporation maintains the records required by the Corporation Law (other than accounting records) and that the Corporation files with the Illinois Secretary of State the annual report required by the Corporation Law. The Secretary shall be responsible for preparing minutes of the meetings of the shareholders and of the Board of Directors and for authenticating records of the Corporation, and he shall perform all of the other duties customary to the office of the Secretary of a corporation.

ARTICLE IV

Indemnification of Officers, Directors and Other Eligible Persons

Section 4.1. General. To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by the Corporation against all Liability and reasonable Expense that may be incurred by him in connection with or resulting from any Claim:

- (a) if such Eligible Person is Wholly Successful with respect to the Claim, or
- (b) if not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 4.3(a) or 4.3(b) of this Article IV, to have:
 - (1) conducted himself in good faith; and
 - (2) reasonably believed:
 - (i) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interest; and
 - (ii) in all other cases, that his conduct was at least not opposed to the best interest of the Corporation; and
 - (3) in the case of any criminal proceeding, either:

- (i) had reasonable cause to believe his conduct was lawful; or
- (ii) had no reasonable cause to believe his conduct was unlawful.

The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 4.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of the Corporation or at least not opposed to its best interest if the Eligible Person reasonably believed he was acting in conformity with the requirements of such Act or he reasonably believed his actions to be in the interest of the participants in or beneficiaries of the plan.

Section 4.2 . Definitions.

(a) The term "Claim" as used in this Article IV shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise: (i) by reason of his being or having been an Eligible Person, or (ii) by reason of any action taken or not taken by him in his capacity as an Eligible Person, whether or not he continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

(b) The term "Eligible Person" as used in this Article IV shall mean every person (and the estate, heirs, and personal representatives of such person) who is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit plan at the request of the Corporation if his duties to the Corporation also imposed duties on, or otherwise involved services by, him to the plan or to participants in or beneficiaries of the plan.

(c) The terms "Liability" and "Expense" as used in this Article IV shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or

penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an Eligible Person.

(d) The term "Wholly Successful" as used in this Article IV shall mean (i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against him, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim, or (iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

Section 4.3 Procedure.

(a) Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in this Section 4.3(a), that such Eligible Person has met the standards of conduct set forth in clause (b) of Section 4.1. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim, and if such a committee cannot be constituted, then (iii) by the shareholders (but shares owned by or voted under the control of a Director who is at the time a party to the Claim may not be voted on the determination), and if there are no shareholders who are entitled to vote pursuant to the requirements of paragraph (iii), then (iv) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate).

(b) If an Eligible Person claiming indemnification pursuant to Section 4.3(a) of this Article IV is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Corporation and giving the

Corporation ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Corporation deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 4.1 of this Article IV. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

Section 4.4. Nonexclusive Rights. The right of indemnification provided in this Article IV shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article IV, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions, and (b) authorize the Corporation to purchase and maintain insurance on behalf of any Eligible Person against any Liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such Liability.

Section 4.5. Expenses. Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

- (a) the Eligible Person furnishes the Corporation a written affirmation of his good faith belief that he has met the standards of conduct specified in Section 4.1(b);
- (b) the Eligible Person furnishes the Corporation a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately determined that the Eligible Person did not meet the standards of conduct specified in Section 4.1(b); and
- (c) the Board of Directors makes a determination that the facts then known would not preclude indemnification of the Eligible Person.

Section 4.6. Contract. The provisions of this Article IV shall be deemed to be a contract between the Corporation and each Eligible Person, and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of this Article IV that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

Section 4.7. Effective Date. The provisions of this Article IV shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

ARTICLE V

Checks

All checks, drafts, or other orders for payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and included in the minute book of the Corporation.

ARTICLE VI

Loans

Such of the officers of the Corporation as shall be designated from time to time by any resolution adopted by the Board of Directors and included in the minute book of the Corporation shall have the power, with such limitations thereon as may be fixed by the Board of Directors, to borrow money in the Corporation's behalf, to establish credit, to discount bills and papers, to pledge collateral, and to execute such notices, bonds, debentures, or other evidences of indebtedness, and such mortgages, trust indentures, and other instruments in connection therewith, as may be authorized from time to time by such Board of Directors.

ARTICLE VII

Execution of Documents

The President or any officer designated by the President may, in the Corporation's name, sign all deeds, leases, contracts, or similar documents that may be authorized by the Board of Directors unless execution is otherwise provided for, required, or directed by the Board of Directors, the Corporation's Articles of Incorporation, the Corporation Law, or other law.

ARTICLE VIII

Shares

Section 8.1 Execution. Certificates for capital shares of the Corporation shall be signed by the President and the Secretary or two officers designated from time to time by the Board of Directors and the seal of the Corporation (or a facsimile thereof), if any, may be thereto affixed. Where any such certificate is also signed by a transfer agent or a

registrar, or both, the signatures of the officers of the Corporation may be facsimiles. The Corporation may issue and deliver any such certificate notwithstanding that any such officer who shall have signed, or whose facsimile signature shall have been imprinted on, such certificate shall have ceased to be such officer.

Section 8.2. Contents. Each certificate shall state on its face the name of the Corporation and that it is organized under the laws of the State of Illinois, the name of the person to whom it is issued, and the number and class and the designation of the series, if any, of shares the certificate represents, and, whenever the Corporation is authorized to issue more than one class of shares or different series within a class, each certificate issued after the effectiveness of such authorization shall further state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences, and limitations applicable to each class and series and the authority of the Board of Directors to determine variations in rights, preferences and limitations for future series.

Section 8.3. Transfers. Except as otherwise provided by law or by resolution of the Board of Directors, transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder thereof in person or by duly authorized attorney, on payment of all taxes thereon and surrender for cancellation of the certificate or certificates for such shares (except as hereinafter provided in the case of loss, destruction, or mutilation of certificates) properly endorsed by the holder thereof or accompanied by the proper evidence of succession, assignment, or authority to transfer and delivered to the Secretary or an Assistant Secretary.

Section 8.4. Share Transfer Records. There shall be entered upon the share records of the Corporation the number of each certificate issued; the name and address of the registered holder of such certificate; the number, kind, and class or series of shares represented by such certificate; the date of issue; whether the shares are originally issued or transferred; the registered holder from whom transferred; and such other information as is commonly required to be shown by such records. The share records of the Corporation shall be kept at its principal office, unless the Corporation appoints a transfer agent or registrar, in which case the Corporation shall keep at its principal office a complete and accurate shareholders' list giving the name and addresses of all shareholders and the number and class of shares held by each. If a transfer agent is appointed by the Corporation, shareholders shall give written notice of any changes in their addresses from time to time to the transfer agent.

Section 8.5. Transfer Agents and Registrars. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each share certificate to bear the signature of either or both.

Section 8.6. Loss, Destruction or Mutilation of Certificates. The holder of any of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction, or mutilation of the certificate therefor, and the Board of Directors may, in its discretion, cause to be issued to him a new certificate or certificates of shares upon the surrender of the mutilated certificate, or, in the case of loss or destruction, upon satisfactory proof of such loss or destruction. The Board of Directors may, in its discretion, require the holder of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and in such form, and with such surety or sureties as it may direct, to indemnify the Corporation, its transfer agents and its registrars, if any, against any claim that may be made against them or any of them with respect to the shares represented by the certificate or certificates alleged to have been lost or destroyed, but the Board of Directors may, in its discretion, refuse to issue a new certificate or certificates, save upon the order of a court having jurisdiction in such matters.

Section 8.7. Form of Certificates. The form of the certificates for shares of the Corporation shall conform to the requirements of Section 8.2 of these Bylaws and be in such printed form as shall from time to time be approved by resolution of the Board of Directors.

ARTICLE IX

Seal

The corporate seal of the Corporation shall, if the Corporation elects to have one, be in the form of a disc, with the name of the Corporation on the periphery thereof and the word "SEAL" in the center.

ARTICLE X

Miscellaneous

Section 10.1. Corporation Law. The provisions of the Corporation Law, as it may from time to time be amended, applicable to all matters relevant to, but not specifically covered by, these Bylaws are hereby, by reference, incorporated in and made a part of these Bylaws. The term "Corporation Law" as used in these Bylaws means the Illinois Business Corporation Act of 1983, as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or in part, the Corporation Law.

Section 10.2. Definition of Articles of Incorporation. The term “Articles of Incorporation” as used in these Bylaws means the Articles of Incorporation of the Corporation, as amended and restated from time to time.

Section 10.3. Amendments. These Bylaws may be rescinded, changed, or amended, and provisions hereof may be waived, at any annual, regular, or special meeting of the Board of Directors by the affirmative vote of a majority of the number of Directors then in office, except as otherwise required by the Corporation’s Articles of Incorporation or by the Corporation Law.

Submit in Duplicate

JIM EDGAR
Secretary of State
State of Illinois
ARTICLES OF INCORPORATION
 for
 Illinois Recycling Services, Inc.

File #

This Space for Use By
 Secretary of State

Date 11-18-86

License Fee	\$.50
Franchise Tax	\$ 25.00
Filing Fee	\$ 75.00
Clerk	<u>\$100.50</u>

Payment must be made by Certified Check, Cashiers' Check or a Money Order, payable to "Secretary of State".
DO NOT SEND CASH!

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is Illinois Recycling Services, Inc.

(Shall contain the word "corporation", "company". "Incorporated. "limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent	James	L.	Elsesser
	<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>
Registered Office	120	W. Madison	Suite 1310
	<i>Number</i>	<i>Street</i>	<i>Suite * (A P.O. Box alone is not acceptable)</i>
	Chicago	00602	Cook
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

ARTICLE THREE The purpose or purposes for which the corporation is organized are:

If not sufficient space to cover this point, add one or more sheets of this size.

the sale, service, recycling, transportation, packaging and storage of materials of every type, kind, nature and description together with general corporate business purposes to carry out the foregoing purposes.

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	*Par Value per share	Number of shares authorized
Common	N/A	100,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

If not sufficient space to cover this point, add one or more sheets of this size.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	*Par Value Per share	Number of shares proposed to be issued	Consideration to be received there for
Common	N/A	1000	\$ 1000
			\$
			\$
			\$
		TOTAL	\$ 1000

* A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

ARTICLE SIX OPTIONAL

The number of directors constituting the initial board of directors [Illegible] the corporation is _____, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address
Gertrude Ward	2250 E. 198th St. Lynwood, IL 60411

ARTICLE SEVEN OPTIONAL

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 17, 1986

Signatures and Names		Post Office Address		
1.	<u>/s/ James L. Elsesser</u> <i>Signature</i>	1.	<u>120 W. Madison — Suite 1310</u> <i>Street</i>	
	<u>James L. Elsesser</u> <i>Name (please print)</i>		<u>Chicago, IL 60602</u> <i>City/Town</i>	<u></u> <i>State</i>
				<u></u> <i>Zip</i>
2.	<u></u> <i>Signature</i>	2.	<u></u> <i>Street</i>	
	<u></u> <i>Name (please print)</i>		<u></u> <i>City/Town</i>	<u></u> <i>State</i>
				<u></u> <i>Zip</i>
3.	<u></u> <i>Signature</i>	3.	<u></u> <i>Street</i>	
	<u></u> <i>Name (please print)</i>		<u></u> <i>City/Town</i>	<u></u> <i>State</i>
				<u></u> <i>Zip</i>

(Signatures must be in ink on original document. Carbon copy, xerox or rubber stamp signatures may only be used on confirmed copies)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by Its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

FILED
NOV 18 1986
JIM EDGAR
Secretary of State

Form BCA-2.10

File No. _____

ARTICLES OF INCORPORATION

FEE SCHEDULE

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE \$75.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for Initial issued shares (see Art 5), MINIMUM \$.50; INITIAL FRANCHISE TAX of 1/10th of 1% of the consideration to be received for initial issued shares (see Art 5) MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Consideration to Be Received	TOTAL DUE
up to \$1,000	\$ 100.50
\$5,000	\$ 102.50
\$ 10,000	\$ 105.00
\$25,000	[ILLEGIBLE]
\$50,000	\$ 150.00
\$100,000	\$ 225.00

* Includes Filing Fee + License Fee + Franchise Tax

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-6961

**AMENDED AND RESTATED BYLAWS
OF
ILLINOIS RECYCLING SERVICES, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the

Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois . Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation or Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against

such liability under the provisions of this Article VIII.

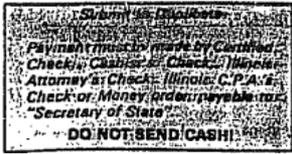
Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.



JIM EDGAR
 Secretary of state
 State of Illinois
ARTICLES OF INCORPORATION

File #

This Space For Use By
 Secretary of state

Date 1-8-91
 License Fee \$ [ILLEGIBLE]
 Franchise Tax \$ 25.50
 Filing Fee \$ 75.00
 Clerk 100.50

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is ILLINOIS VALLEY RECYCLING, INC.

(shall contain the word "corporation", "company", "Incorporated"

"Limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent

H.	Paul	DeGroot
<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>

Registered Office

28W270	Flanders Lane	
<i>Number</i>	<i>Street</i>	<i>Suite (A.P.O. Box alone is not acceptable)</i>
Winfield	60190	Dupage
<i>City</i>	<i>Zip Code</i>	<i>Country</i>

ARTICLE THREE The purpose or purposes for which the corporation is organized are:

If not sufficient space to cover this point add one or more sheets of this size.
 Construct, own and operate a recycling facility and do all acts related thereto in furtherance of said business.

**PAID
 JAN 8 1991**

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	Par Value per share	Number of shares authorised
Common	N/P/V	10,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are.

If not sufficient space to cover this point add one or more sheets of this size.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	Par Value per share	Number of shares proposed to be issued	Consideration to be received therefor
common	N/P/V	1,000	\$ 1,000
			\$
			\$
			\$
TOTAL			\$ 1,000

A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

The number of directors constituting the initial board of directors of the corporation is 3, and the names and addresses of the persons who are to serve as directors until the fixed annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address
H. Paul DeGroot	28W270 Flanders Lane, Winfield, IL 60190
Paul Van Der Molen	ON468 Willow, Wheaton, IL 60187
Paul Hettinga	104 S. Ace, LaGrange, IL 60525

ARTICLE SEVEN *OPTIONAL*

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT *OTHER PROVISIONS*

Attach a separate sheet of this size for any other provision to be included in the Articles of incorporation, e.g., authorizing pre-emptive rights: denying cumulative voting; regulating internal affairs: voting majority requirements: fixing a duration other than perpetual: etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated December 13, 1990

Signatures and Names	Post Office Address
1. <u>/s/ H. Paul Degroot</u> <i>signature</i>	1. <u>28W270 Flanders Lane</u> <i>street</i>
<u>H. PAUL DEGROOT</u> <i>Name (please Print)</i>	<u>Winfield, IL 60190</u> <i>City/Town State Zip</i>
2. _____ <i>signature</i>	2. _____ <i>street</i>
<u>_____</u> <i>Name (please Print)</i>	<u>_____</u> <i>City/Town State Zip</i>
3. _____ <i>signature</i>	3. _____ <i>street</i>
<u>_____</u> <i>Name (please Print)</i>	<u>_____</u> <i>City/Town State Zip</i>

(Signatures must be in ink on original document. Carbon copy, xerox or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-president and verified by him, and attested by its Secretary or an Assistant Secretary.

Form BCA-2.10

File No. _____

ARTICLES OF INCORPORATION

FILED

JAN 8 1991

Illinois Secretary of State

FEE SCHEDULE

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE \$75.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial issued shares (See Art. 5). MINIMUM \$.50; INITIAL FRANCHISE TAX of 1/10 of 1% of the consideration to be received for Initial Issued shares(See Art. 5). MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Consideration to be Received	Total Due
up to \$1,000	\$100.50
\$5,000	\$102.50
\$10,000	\$105.00
\$25,000	\$112.50
\$50,000	\$150.00
\$100,000	\$225.00

Includes Filing Fee + License Fee + Franchise Tax

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone:(217) 782-6961

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832

FILED
JUL 26 1994
PAID
JUL 27 1994
GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date [ILLEGIBLE]
Franchise Tax \$
Filing Fee \$25
Penalty \$
Approved: [ILLEGIBLE]

Remit payment in check or money
order, payable to "Secretary of State."

1. CORPORATE NAME: ILLINOIS VALLEY RECYCLING, INC.

(Note 1)

2. MANNER OF ADOPTION:

The following amendment of the Articles of Incorporation was adopted on December 15 , 1993 in the manner indicated below. ("X" one box only)

By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued by shareholder action not being required for the adoption of the amendment;

(Note 3)

By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

{Note 4}

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted' and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of Incorporation be amended to read as follows:)

(NEW NAME)

All changes other than name, include on page 2
(over)

Resolution

RESOLVED:

That the authorized shares the corporation be allowed to issue be increased from 10,000 shares to 500,000.

3. The manner in which any exchange, reclassification or cancelation of issued shares, of a reduction of the number of authorized shares of any class below the number of Issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

N/A

4. (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

N/A

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) of changed by this amendment is as follows: *(If not applicable, insert "No change")*

N/A

Paid-In Capital	Before Amendment \$ 1000	After Amendment \$ 1000
-----------------	-----------------------------	----------------------------

(Complete either Item 5 or 6 below)

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 16, 1993

ILLINOIS VALLEY RECYCLING, INC.
(Exact Name of Corporation)

attested by /s/ H. Paul Degroot
(Signature of Secretary or Assistant Secretary)

by /s/ Paul Hettinga
(Signature of president or vice President)

H. Paul Degroot-secretary
(Type or Print Name and Title)

Paul Hettinga-President
(Type or Print Name and Title)

6. If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19____

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

a. By resolution duly adopted by the board of directors. (Note 5)

b. By action of the registered agent. (Note 6)

NOTE: When the registered agent changes, the signatures of both president and secretary are required.

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 16, 2002 Illinois Valley Recycling, Inc.
(Month & Day) (Year) (Exact Name of Corporation)

attested by /s/ Jo Lynn White by /s/ Donald W. Slager
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)
Jo Lynn White, Secretary Donald W. Slager, Executive Vice President
(Type or Print Name and Title) (Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

Dated ,
(Month & Day) (Year) Signature of Registered Agent of Record

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by the president (or vice-president) and by the secretary for an assistant secretary).
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent.

**AMENDED AND RESTATED BYLAWS
OF
ILLINOIS VALLEY RECYCLING, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and

administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED — FILED
in the office of the Secretary of State
of the State of California

OCT - 1 1999

BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
IMPERIAL LANDFILL, INC.

* * * * *

FIRST: The name of the corporation is Imperial Landfill, Inc.

SECOND: The purpose of this corporation is to engage in any lawful act activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

THIRD: The name of this corporation's initial agent for service of process on the State of California is:

C T CORPORATION SYSTEM

FOURTH: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is One Thousand (1,000).

FIFTH: The personal liability of a director for monetary damages in an action brought by or in the right of the corporation for breach shall be eliminated to the fullest extent permissible under California law.

SIXTH: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law. The corporation is authorized to provide indemnification of agents (as defined in Section 317) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of that expressly permitted by Section 317 for those agents of the corporation for breach of duty to the corporation and its stockholders, subject to limitations set forth in Section 204.

IN WITNESS WHEREOF, the undersigned have executed these Articles this 29th day of September, 1999.

/s/ Donald W. Slager
Donald W. Slager
Incorporator



**BYLAWS
OF
IMPERIAL LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED
FILED
in the office of the Secretary of State
of the State of California

AUG 16 1971
EDMUND G. BROWN Jr., Secretary of State
By C. OSCAR JOHNSON
Deputy

ARTICLES OF INCORPORATION
OF
INDEPENDENT TRUCKING

For the purposes of forming this Corporation under the laws of the State of California, the undersigned incorporators hereby state:

ARTICLE FIRST
Name

The name of the Corporation is:

INDEPENDENT TRUCKING

ARTICLE SECOND
Purposes

The Corporation's purposes are:

- (a) Primarily to engage in the specific business of operating an industrial refuse service and waste paper hauling service;
- (b) To engage in any business related or unrelated to that described in clause (a) of this Article Second and from time to time authorized or approved by the Board of Directors of this Corporation;
- (c) To act as a partner or joint venturer or in any other legal capacity in any transaction;
- (d) To do business anywhere in the world; and
- (e) To have and exercise all rights and powers from time to time granted to a corporation by law.

The above purpose clauses shall not be limited by reference to or inference from one another, but each purpose clause shall be construed as a separate statement conferring independent purposes and powers upon the Corporation.

ARTICLE THIRD

Location

The county in the State of California where the principal office for the transaction of the business of the Corporation is located is the County of San Joaquin.

ARTICLE FOURTH

Directors

(a) The number of Directors of the Corporation is three (3) until changed by amendment of these Articles of Incorporation or by a By-Law duly adopted by the shareholders of the Corporation.

(b) The names and addresses of the persons who are appointed to act as first Directors are:

- | | |
|--------------------------|--|
| 1. Lawrence A. Aufmuth | 525 University Avenue
Palo Alto, California |
| 2. Patrick J. McGaraghan | 525 University Avenue
Palo Alto, California |
| 3. Paul E. Kreutz | 525 University Avenue
Palo Alto, California |

ARTICLE FIFTH

COMPLEX STOCK STRUCTURE

The Corporation is authorized to issue two classes of shares to be designated respectively "preferred" and "common." The total number of shares which the corporation is authorized to issue is seven thousand five hundred (7,500) shares. The aggregate par value of all shares that are to have a par value is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.000). The number of preferred shares authorized is five thousand (5,000) shares, and the par value of each such share is TEN DOLLARS (\$10.00). The number of common shares authorized is two thousand five hundred (2,500) shares, and the par value of each such share is TEN DOLLARS (\$10.00).

The preferred shares authorized by these Articles of Incorporation may be issued from time to time in one or more series. The Board of Directors is hereby authorized to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption, including sinking fund provisions, the redemption price or prices, and the liquidation preferences of any wholly unissued class or series of preferred shares, and the number of shares constituting any such series and the designation thereof, or any of them.

The Board of Directors is further authorized to increase or decrease the number of shares of any series, the number of which was fixed by it, subsequent to the issue of

shares of that series, but not below the number of shares of such series then outstanding, subject to the limitations and restrictions stated in the resolution of the Board of Directors originally fixing the number of shares of such series. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

IN WITNESS WHEREOF, the undersigned incorporators, who are also the first Directors of this Corporation, have executed these Articles of Incorporation on August 13, 1971.

/s/ Lawrence A. Aufmuth
Lawrence A. Aufmuth

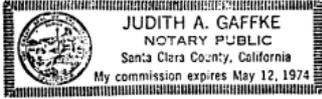
/s/ Patrick J. McGaraghan
Patrick J. McGaraghan

/s/ Paul E. Kreutz
Paul E. Kreutz

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SANTA CLARA)

On this 13th day of August, 1971, before me, Judith A. Gaffke, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lawrence A. Aufmuth, Patrick J. McGaraghan and Paul E. Kreutz, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



/s/ Judith A. Gaffke
Notary Public

ENDORSED
FILED
in the office of the Secretary of State
of the State of California
OCT 6 1971

EDMUND G. BROWN Jr., Secretary of State
By F. COLBY VOGEL
Deputy

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Lawrence A. Aufmuth and Patrick J. McGaraghan certify:

1. That they constitute at least two-thirds of the incorporators of Independent Trucking, a California corporation.
2. That they hereby adopt the following amendment of the Articles of Incorporation of said corporation:
Article First is hereby amended to read as follows:
The name of the corporation is Independent Trucking Company.
3. That no shares have been issued and that there are no shares or subscriptions outstanding.

/s/ Lawrence A. Aufmuth
Lawrence A. Aufmuth, Incorporator

/s/ Patrick J. McGaraghan
Patrick J. McGaraghan,
Incorporator

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct.

Executed at Palo Alto, California, on October 1, 1971.

/s/ Lawrence A. Aufmuth
Lawrence A. Aufmuth

/s/ Patrick J. McGaraghan
Patrick J. McGaraghan

BY-LAWS
OF
INDEPENDENT TRUCKING COMPANY

ARTICLE I
OFFICES

Section 1.1 Principal Executive Office.

The principal executive office for the transaction of the business of the corporation is hereby fixed and located at 401 South Lincoln Street, City of Stockton, County of San Joaquin, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.2 Other Offices.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Place of Meetings.

All meetings of shareholders shall be held either at the principal executive office or at any other place within or without the State of California which may be designated either by the Board of Directors or by the written consent of a majority of the shareholders entitled to vote thereat as determined pursuant to Section 6.1 of these By-Laws given either before or after the meeting.

Section 2.2 Annual Meetings.

The annual meetings of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. At such meeting, Directors shall be elected, and any other proper business may be transacted.

Section 2.3 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by the holders of shares entitled to

cast not less than ten percent (10%) of the votes at the meeting. Notice of such special meeting shall be given in the same manner as for the annual meeting of shareholders. Notices of any special meetings shall specify in addition to the place, date and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.4 Notice of Meetings or Reports.

Written notice of each meeting of shareholders shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall be given either personally or by mail or other means of written communication, addressed or delivered to each shareholder entitled to vote at such meeting at the address of such shareholder appearing on the books of the corporation or given by him to the corporation for the purpose of such notice. If no such address appears or is given, notice shall be given either personally or by mail or other means of written communication addressed to the shareholder at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which said office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

The same procedure for the giving of notice shall apply to the giving of any report to shareholders.

All such notices shall state the place, the date and the hour of such meeting, and shall state such matters, if any, as may be expressly required by the California Corporations Code.

Upon request by any person or persons entitled to call a special meeting, the Chairman of the Board, President, Vice President or Secretary shall within twenty (20) days after receipt of the request cause notice to be given to the shareholders entitled to vote that a special meeting will be held at a time requested by the person or persons calling the meeting, but not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

All other notices shall be sent by the Secretary or an Assistant Secretary, or if there be no such officer, or in the case of his neglect or refusal to act, by any other officer, or by persons calling the meeting.

Section 2.5 Adjourned Meetings and Notice Thereof.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.7 of these By-Laws.

When a shareholders' meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; except that if the adjournment is for more than forty-five (45) days or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote thereat.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 2.6 Voting.

Except as otherwise provided in the Articles of Incorporation and subject to Section 6.1 of these By-Laws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders. Vote may be viva voce or by ballot; provided, however, that elections for directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

Every shareholder entitled to vote at any election for Directors may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which his shares are entitled, or to distribute his votes on the same principle among as many candidates as he thinks fit, provided that no shareholder shall be entitled to cumulate votes unless such candidate or candidates names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of directors to be elected by such shares, shall be elected.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it shall be conclusively presumed that the shareholder's approving vote is with respect to all shares said shareholder is entitled to vote.

Section 2.7 Quorum.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless otherwise required by the Articles of Incorporation.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.8 Consent of Absentees.

The transactions of any meeting of shareholders, if not duly called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; provided, that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these By-Laws to be included in the notice but not so included if such objection is expressly made at the meeting.

Section 2.9 Action Without Meeting.

Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that except to fill a vacancy as provided in Section 3.6 of these By-Laws, Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of the following actions approved by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders entitled to vote who have not consented in writing at least ten (10) days before the consummation of the action authorized by such approval:

1. Approval of a contract or other transaction between the corporation and one or more of its Directors, or between the corporation and any corporation, firm or association in which one or more of its Directors has a material financial interest.
2. Approval of any indemnification to be made by the corporation of a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person was or is an agent of the corporation.
3. Approval of the principal terms of a reorganization.
4. Approval of a plan of distribution of the shares, obligations or securities of any other corporation, or assets other than money, which is not in accordance with the liquidation rights of the preferred shares as specified in the Articles of Incorporation or a Certificate of Determination.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice of the taking of any corporate action not listed above which is approved by shareholders without a meeting by less than unanimous written consent, shall be given to those shareholders entitled to vote who have not consented in writing.

Such notice shall be given as provided in Section 2.4 of these By-Laws.

Section 2.10 Proxies.

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

ARTICLE III

DIRECTORS

Section 3.1 Powers.

Subject to the limitations stated in the Articles of Incorporation, these By-Laws, and the California Corporations Code as to actions which shall be approved by the shareholders or by the affirmative vote of a majority of the outstanding shares entitled to vote, and subject to the duties of Directors as prescribed by the California Corporations Code, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the corporation shall be managed by, the Board of Directors.

Section 3.2 Number of Directors.

The authorized number of Directors of the corporation shall be three (3) until changed by a By-Law duly adopted by the affirmative vote of a majority of the outstanding shares entitled to vote amending this Section 3.2.

Section 3.3 Election and Term of Office.

The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of the shareholders held for that purpose. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any Director. A Director need not be a shareholder.

Section 3.4 Resignation.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President,

the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 3.5 Removal.

The entire Board of Directors or any individual Director may be removed from office, prior to the expiration of their or his term of office only in the manner and within the limitations provided by the California Corporations Code.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of such Director's term of office.

Section 3.6 Vacancies.

A vacancy in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term for which he was elected and until his successor is elected at an annual or a special meeting of the shareholders, or until his death, resignation or removal.

The shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote. A Director may not be elected by written consent to fill a vacancy created by removal except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 3.7 Organization Meeting.

Immediately after each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. No notice of such meeting need be given.

Section 3.8 Other Regular Meetings.

The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board; provided, however, that if the date so designated falls upon a legal holiday, then the meeting shall be held at the same time and place on the next succeeding day which is not a legal holiday. No notice of such regular meetings of the Board need be given.

Section 3.9 Calling Meetings.

Meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairman of the Board, the President or the Secretary or any two Directors of the corporation.

Section 3.10 Place of Meetings.

Meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or there is no notice, designated by resolution of the Board. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the corporation.

Section 3.11 Telephonic Meetings.

Members of the Board may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 3.11 constitutes presence in person at such meeting.

Section 3.12 Notice of Special Meetings.

Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail, telephone or telegraph. In case such notice is sent by mail, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone or telegraph, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Such notice may be given by the Secretary of the corporation or by the persons who called said meeting. Such notice need not specify the purpose of the meeting, and

notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 3.13 of these By-Laws.

Section 3.13 Waiver of Notice.

Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.14 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.15 Quorum.

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation, or the California Corporations Code, specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 3.16 of these By-Laws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.16 Adjournment.

Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned.

Section 3.17 Inspection Rights.

Every Director shall have the absolute right at any time to inspect, copy and make extra copies of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 3.18 Fees and Compensation.

Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE IV

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 4.1 Executive Committee.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, appoint an executive committee, consisting of two or more Directors. The Board may designate one or more Directors as an alternate member of such committee, who may replace any absent member of any meeting of the committee. The executive committee, subject to any limitations imposed by the California Corporations Code, or by resolution adopted by the affirmative vote of a majority of the authorized number of Directors, or imposed by the Articles of Incorporation or by these By-Laws, shall have and may exercise all of the powers of the Board of Directors.

Section 4.2 Other Committees.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate such other committees, each consisting of 2 or more

Directors, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations contained in the California Corporations Code, or imposed by the Articles of Incorporation or by these By-Laws. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 4.3 Minutes and Reports.

Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and, insofar as rights of third parties shall not be affected thereby, shall be subject to revision and alteration by the Board of Directors.

Section 4.4 Meetings.

Except as otherwise provided in these By-Laws or by resolution of the Board of Directors, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board of Directors, committee meetings shall be governed by Sections 3.11, 3.12 and 3.13 of these By-Laws.

Section 4.5 Term of Office of Committee Members.

The term of office of any committee member shall be as provided in the resolution of the Board of Directors designating him but shall not exceed his term as a Director. Any member of a committee may be removed at any time by resolution adopted by Directors holding a majority of the directorships, either present at a meeting of the Board or by written approval thereof.

ARTICLE V

OFFICERS

Section 5.1 Officers.

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be the Chief Financial Officer of the corporation. The corporation may also have, at the discretion of the Board

of Directors, a Chairman of the Board, one or more additional Vice Presidents, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

Section 5.2 Election.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 and 5.5, shall be chosen annually by the Board of Directors and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3 Subordinate Officers, etc.

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine.

Section 5.4 Removal and Resignation.

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 5.6 Chairman of the Board.

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the

Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these By-Laws.

Section 5.7 President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders. He shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.8 Vice President.

In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these By-Laws.

Section 5.9 Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and shareholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these By-Laws or the California Corporations Code. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these By-Laws or by law to be given, and shall keep the seal of the corporation in safe custody.

and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

Section 5.10 Treasurer and Chief Financial Officer.

The Treasurer and Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account in written form or any other form capable of being converted into written form.

The Treasurer and Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these By-Laws.

Section 5.11 Assistant Secretary.

The Assistant Secretary shall have all the powers, and perform all the duties of, the Secretary in the absence or inability of the Secretary to act.

Section 5.12 Compensation.

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the corporation.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Record Date.

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action. Shareholders on the record date are entitled to notice and to vote or receive the dividend, distribution or allotment of

rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares in the books of the corporation after the record date, except as otherwise provided by law. Said record date shall not be more than sixty (60) or less than ten (10) days prior to the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If no record date is fixed by the Board of Directors, the record date shall be fixed pursuant to the California Corporations Code.

Section 6.2 Inspection of Corporate Records.

The accounting books and records, and minutes of proceedings of the shareholders and the Board of Directors and committees of the Board shall be open to inspection upon written demand made upon the corporation by any shareholder or the holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to his interest as a shareholder, or as the holder of such voting trust certificate. The record of shareholders shall also be open to inspection by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and to make extracts.

Section 6.3 Execution of Corporate Instruments.

The Board of Directors may, in its discretion, determine the method and designate the statutory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation. Unless otherwise specifically determined by the Board of Directors, formal contracts of the corporation, promissory notes, mortgages, evidences of indebtedness, conveyances or other instruments in writing, and any assignment or endorsement thereof, executed or entered into

between the corporation and any person, may be signed by the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of the corporation.

Section 6.4 Ratification by Shareholders.

The Board of Directors may, subject to applicable notice requirements, in its discretion, submit any contract or act for approval or ratification of the shareholders at any annual meeting of shareholders, or at any special meeting of shareholders called for that purpose; and any contract or act which shall be approved or ratified by the affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of shareholders, shall be as valid and binding upon the corporation and upon the shareholders thereof as though approved or ratified by each and every shareholder of the corporation, unless a greater vote is required by law for such purpose.

Section 6.5 Annual Report.

For so long as the corporation has less than 100 holders of record of its shares, the mandatory requirement of an annual report is hereby expressly waived. The Board of Directors may, in its discretion, cause an annual report to be sent to the shareholders. Such reports shall contain at least a balance sheet as of the close of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit in the books and records of the corporation.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement and/or a balance sheet of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request, and such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. Such statements shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificates of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 6.6 Representation of Shares of Other Corporations.

The President and Vice President of this corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney and duly executed by said officers.

Section 6.7 Inspection of By-Laws.

The corporation shall keep in its principal executive office in this State the original or a copy of the By-Laws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VII

SHARES OF STOCK

Section 7.1 Form of Certificates.

Certificates for shares of stock of the corporation shall be in such form and design as the Board of Directors shall determine and shall be signed in the name of the corporation by the Chairman of the Board, or the President or Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary. Each certificate shall state the certificate number, the date of issuance, the number, class or series and the name of the record holder of the shares represented thereby, the name of the corporation, and, if the shares of the corporation are classified or if any class of shares has two or more series, there shall appear the statement required by the California Corporations Code.

Section 7.2 Transfer of Shares.

Shares of stock may be transferred in any manner permitted or provided by law. Before any transfer of stock is entered upon the books of the corporation, or any new certificate issued therefor, the older certificate, properly endorsed, shall be surrendered and cancelled, except when a certificate has been lost, stolen or destroyed.

Section 7.3 Lost Certificates.

The Board of Directors may order a new certificate for shares of stock to be issued in the place of any certificate alleged to have been lost, stolen or destroyed, but in every such case, the owner or the legal representative of the owner of the lost, stolen or destroyed certificates may be required to give the corporation a bond (or other adequate security) in such form and amount as the Board may deem sufficient to indemnify it against any claim that may be made against the corporation (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or issuance of such new certificate.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Indemnification by Corporation.

The Board may, in its discretion, indemnify any Director, officer, employee or other agent of the corporation against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in a proceeding (including a derivative action on behalf of the corporation) to which that person was or is threatened to be made a party by reason of the fact that he was or is an agent of the corporation, but only to the extent allowed by the California Corporations Code and subject to Director or shareholder approval as required by said code.

In no event shall anything herein contained be construed as authorizing the corporation to indemnify any such Director or officer against any liability or expense by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall not be exclusive of other rights as to which any Director or officer may be entitled by law.

Section 8.2 Advancing Expenses.

The corporation may advance to each Director or officer the expenses incurred in defending any proceeding referred to in Section 8.1 of these By-Laws prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall be determined ultimately

that the Director or officer is entitled to be indemnified as authorized in Section 8.1 of these By-Laws.

ARTICLE IX
AMENDMENTS

Section 9.1 Power of Shareholders.

New By-Laws may be adopted or these By-Laws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote or by the written consent thereof, except as otherwise provided by law or by the Articles of Incorporation.

Section 9.2 Power of Directors

Subject to the right of shareholders as provided in Section 9.1 of these By-Laws, By-Laws other than a By-Law or amendment thereof specifying or changing the authorized number of Directors, or the minimum or maximum number of a variable Board of Directors, or changing from a fixed to a variable Board of Directors or vice versa, may be adopted, amended or repealed by the approval of the Board of Directors.

Form **BCA-2.10**
(Rev. Jan. 1995)

ARTICLES OF INCORPORATION

This space for use by Secretary of State

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
http://www.sos.state.il.us

FILED
SEP 11 1998
GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE!

**This space for use by
Secretary of State**

Date 9-11-98

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Franchise Tax	\$15000
Filing Fee	\$ 7500
Approved:	\$22500

PAID
SEP 11 1998

1. CORPORATE NAME: INGRUM WASTE DISPOSAL, INC.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	<u>Peter T. Dole</u>		
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last name</i>
Initial Registered Office:	<u>117 E. Washington</u>		
	<i>Number</i>	<i>Street</i>	<i>Suite #</i>
	<u>Paris IL</u>	<u>61944</u>	<u>Edgar</u>
	<i>City</i>	<i>zip Code</i>	<i>County</i>

3. Purpose or purposes for which the corporation is organized:

(If not sufficient space to cover this point, add one or more sheets of this size.)

To own, operate and supervise all business related to waste disposal for residential and commercial customers.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
A	\$NPV	500,000	100,000	\$ 100,000.00
TOTAL =				\$ 100,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. *OPTIONAL*: (a) Number of directors constituting the initial board of directors of the corporation: 02.
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP
M. Scott Ingrum	17 Poplar Dr.	Paris, IL, 61944
Kathy Jo Ingrum	17 Poplar Dr.	Paris, IL, 61944

6. *OPTIONAL*: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. *OPTIONAL: OTHER PROVISIONS*

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated September 3, 1998.

Signature and Name	Address
1. <u>/s/ M. Scott Ingrum</u> <i>Signature</i>	1. <u>17 Poplar Dr.</u> <i>Street</i>
<u>M. Scott Ingrum</u> <i>(Type or Print Name)</i>	<u>Paris, IL.</u> <u>61944</u> <i>City/Town State Zip Code</i>
2. <u>/s/ Kathy Jo Ingrum</u> <i>Signature</i>	2. <u>17 Poplar Dr.</u> <i>Street</i>
<u>Kathy Jo Ingrum</u> <i>(Type or Print Name)</i>	<u>Paris, IL.</u> <u>61944</u> <i>City/Town State Zip Code</i>
3. _____ <i>Signature</i>	3. _____ <i>Street</i>
_____ <i>(Type or Print Name)</i>	_____ <i>City/Town State Zip Code</i>

(Signatures must be in **BLACK INK** on original document Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.

Illinois Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-9522 or 782-9523

**AMENDED AND RESTATED BYLAWS
OF
INGRUM WASTE DISPOSAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Restriction of Right
to amend articles
Yes No

[ILLEGIBLE]

ARTICLES OF INCORPORATION
OF
INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA

ARTICLE I

The name of this corporation is INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA.

ARTICLE II

The specific business in which the corporation is primarily to engage is waste disposal by means of sanitary landfill operations.

ARTICLE III

The purposes for which this corporation is formed are:

- (a) To engage in any one or more other businesses or transactions which the Board of Directors of this corporation may from time to time authorize or approve, whether related or unrelated to the business described in Article II above, or to any other business then or theretofore done by this corporation;
 - (b) To have and to exercise any and all powers and rights which a corporation by law may now or hereafter exercise;
 - (c) To act as principal, agent, joint venturer, partner, or in any other capacity which may be authorized or approved by the Board of Directors of this corporation; and
 - (d) To transact business in the State of California or in any other jurisdiction of the United States of America or elsewhere in the world.
-

The foregoing statement of purposes shall be construed as a statement of objects, purposes and powers, and the enumeration thereof shall not be held to limit or restrict in any manner the powers now or hereinafter conferred upon the corporation by the laws of the State of California. The objects, purposes and powers in each clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent objects, purposes and powers.

ARTICLE IV

The principal office for the transaction of the business of this corporation shall be located in the County of Santa Clara, State of California.

ARTICLE V

The total number of shares which the corporation is authorized to issue is Forty-Five Thousand (45,000). The par value of each of said shares shall be \$100.00 and the aggregate par value of all of said shares shall be \$4,500,000.00. Said shares shall be designated "Common Stock."

ARTICLE VI

The authorized number of directors of this corporation shall be three (3).

The names and addresses of the persons who are appointed as first directors are:

Michael J. Cullen
44 Montgomery Street
San Francisco, California 94104

Charles H. Clifford
44 Montgomery Street
San Francisco, California 94104

Charles A. Greenberg
44 Montgomery Street
San Francisco, California 94104

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, the undersigned, constituting the incorporators of this corporation, including the persons named above as the first directors of this corporation, have executed these Articles this 15th day of November, 1972.

/s/ Michael J. Cullen
Michael J. Cullen

/s/ Charles H. Clifford
Charles H. Clifford

/s/ Charles A. Greenberg
Charles A. Greenberg

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 15th day of November, 1972, before me, Josephine Hulsman, a Notary Public in and for said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared MICHAEL J. CULLEN, CHARLES H. CLIFFORD and CHARLES A. GREENBERG, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



(SEAL)

/s/ Josephine Hulsman _____
NOTARY PUBLIC

JOSEPHINE HULSMAN
[ILLEGIBLE]

JUN 14 1973

[ILLEGIBLE]

INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA

CERTIFICATE OF OWNERSHIP

INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA, a California corporation, herein referred to a "Parent", hereby certifies the following:

1. Parent owns all the outstanding shares of the capital stock of NEWBY ISLAND IMPROVEMENT CO., herein referred to as "Subsidiary", said capital stock being the sole class of stock of the Subsidiary.
2. On the 7th day of May, 1973, the Board of Directors of Parent adopted the following resolutions by unanimous written consent as authorized by Section 20 of the By-laws of the corporation:

WHEREAS, it is deemed advisable that Newby Island Improvement Co., all of whose outstanding shares are owned by this corporation, be merged with and into this corporation, it is

RESOLVED, that this corporation merge Newby Island Improvement Co. into itself and assume all the obligations of Newby Island Improvement Co.; and

FURTHER, RESOLVED, that the President or Vice President and Secretary or Assistant Secretary of this corporation are hereby authorized and directed to execute, verify, and file a Certificate of Ownership and to take all necessary and proper action to carry out said merger.

Dated: May 7th, 1973.

INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA

By /s/ Roger A. Ramsey
Roger A. Ramsey

Title President

By /s/ Howard S. Hoover
Howard S. Hoover

Title Secretary

**AMENDED AND RESTATED BYLAWS
OF
INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

CERTIFICATE OF INCORPORATION
SELAS ENTERPRISES LTD.

Under Section 402 of the Business Corporation Law.

The undersigned, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, does hereby certify and set forth:

FIRST: The name of the corporation is SELAS ENTERPRISES LTD.

SECOND: The purposes for which the corporation is formed are:

To engage in any lawful act or activity for which corporations may be organized under the business corporation law, provided that the corporation is not formed to engage in any act or activity which requires the act or approval of any state official, department, board, agency or other body without such approval or consent first being obtained.

Directly, or through ownership of stock in any corporation, to purchase, lease, exchange, or otherwise acquire real estate and property, either improved or unimproved, and any interest therein; to own, hold, control, maintain, manage and develop the same; to erect, construct, maintain, improve, rebuild, enlarge, alter, manage, operate and control all kinds of buildings, houses, hotels, apartments, motels, stores, offices, warehouses, mills, shops, factories and plants and all structures and erections of any description on any lands owned, held or leased by the corporation, or upon any other lands; to lease or sublet offices, stores, apartments and other space in such building or buildings, and to sell lease, sublet mortgage, exchange, assign, transfer, convey, pledge, alienate or otherwise dispose of any such real estate and property, and any interest therein.

To acquire by purchase, lease or manufacture, or otherwise, any personal property deemed necessary or proper or useful in the equipment, furnishing, improvement, development or management of any property, real or personal, at any time owned, held or occupied by the corporation and to invest, trade and deal in any personal property deemed beneficial to the corporation, and to mortgage, pledge, sell, let or otherwise dispose of any personal property at any time owned or held by the corporation.

To purchase or otherwise acquire, hold, exchange, pledge, hypothecate, sell, deal in and dispose of mortgages covering any kind of real and personal property, tax liens and transfers of tax liens on real estate.

To make, enter into, perform and arrange for carrying out, contracts for constructing, building, altering, improving, repairing, decorating, maintaining, furnishing and fitting up buildings, tenements and structures of every description, and to advance money to and enter into agreements of all kinds with building contractors, property owners and others, for said purpose.

To acquire by purchase, subscription, underwriting or otherwise, and to own, hold for investment, or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every sort and description and wheresoever situated, including shares of stock, bonds, debentures, notes, scrip, securities, evidences of indebtedness, contracts or obligations of any corporation or association, whether domestic or foreign, or of any firm or individual or of the United States or any state, territory or dependency of the United States or any foreign country, or any municipality or local authority within or without the United States, and also to issue in exchange therefor, stocks, bonds or other securities or evidences of indebtedness of this corporation and, while the owner or holder of any such property, to receive, collect and dispose of the interest, dividends and income on or from such property and to possess and exercise in respect thereto all of the rights, powers and privileges of ownership, including all voting powers thereon.

To construct, build, purchase, lease or otherwise acquire, equip, hold, own, improve, develop, manage, maintain, control, operate, lease, mortgage, create liens upon, sell, convey or otherwise dispose of and turn to account, any and all plants, machinery, works, implements and things or property, real and personal, of every kind and description, incidental to, connected with, or suitable, necessary or convenient for any of the purposes enumerated herein, including all or any part or parts of the properties, assets, business and good will of any persons, firms, associations or corporations.

The powers, rights and privileges provided in this certificate are not to be deemed to be in limitation of similar, other or additional powers, rights and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have all the rights, powers and privileges granted or permitted to a corporation by such statute.

THIRD: The office of the corporation is to be located in the County of Suffolk, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is Two Hundred (200), all of which shall be without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served on him is:

Charles Eichinger, Esq.
202 East Main Street
Smithtown, New York 11787

IN WITNESS WHEREOF, this certificate has been subscribed to this 18th day of June, 1986 by the undersigned who affirms that the statements made herein are true under penalties of perjury

/s/ Gerald Weinberg
GERALD WEINBERG
90 State Street
Albany, New York

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF
SELAS ENTERPRISES LTD.
UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

* * * * *

1. The name under which the corporation was formed is Selas Enterprises Ltd.
2. The certificate of incorporation of said corporation was filed by the Department of State on the June 19, 1986.
3. (a) The certificate of incorporation is amended to change the name of the corporation.
(b) To effect the foregoing, the First Article is amended to read as follows:
The name of the corporation is ISLAND WASTE SERVICES LTD.
4. The amendment was authorized by:
"Unanimous Written Consent" of the board of directors and by "Action by Written Consent of the Sole Shareholder."

/s/ Donald W. Slager
By: Donald W. Slager
Its: Executive Vice President

BY-LAWS

ARTICLE I

The Corporation

Section 1. Name. The legal name of this corporation (hereinafter called the "Corporation") is SELAS ENTERPRISES LTD.

Section 2. Offices. The Corporation shall have its principal office in the State of New York . The Corporation may also have offices at such other places within and without the United States as the Board of Directors may from time to time appoint or the business of the Corporation may require.

Section 3. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, New York". One or more duplicate dies for impressing such seal may be kept and used.

ARTICLE II

Meetings of Shareholders

Section I. Place of Meetings. All meetings of the shareholders shall be held at the principal office of the Corporation in the State of New York or at such other place, within or without the State of New York, as is fixed in the notice of the meeting.

Section 2. Annual Meeting. An annual meeting of the shareholders of the Corporation for the election of directors and the transaction of such other business as may properly come before the meeting shall be held on the first Monday of in each year if not a legal holiday, and if a legal holiday, then on the next secular day following, at ten o'clock A. M., Eastern Standard Time, or at such other time as is fixed in the notice of the meeting. If for any reason any annual meeting shall not be held at the time herein specified, the same may be held at any time thereafter

upon notice, as herein provided, or the business thereof may be transacted at any special meeting called for the purpose.

Section 3. Special Meetings. Special meetings of shareholders may be called by the President whenever he deems it necessary or advisable. A special meeting of the shareholders shall be called by the President whenever so directed in writing by a majority of the entire Board of Directors or whenever the holders of one-third (1/3) of the number of shares of the capital stock of the Corporation entitled to vote at such meeting shall, in writing, request the same.

Section 4. Notice of Meetings. Notice of the time and place of the annual and of each special meeting of the shareholders shall be given to each of the shareholders entitled to vote at such meeting by mailing the same in a postage prepaid wrapper addressed to each such shareholders at his address as it appears on the books of the Corporation, or by delivering the same personally to any such shareholder in lieu of such mailing, at least ten (10) and not more than fifty (50) days prior to each meeting. Meetings may be held without notice if all of the shareholders entitled to vote thereat are present in person or by proxy, or if notice thereof is waived by all such shareholders not present in person or by proxy, before or after the meeting. Notice by mail shall be deemed to be given when deposited, with postage thereon prepaid, in the United States mail. If a meeting is adjourned to another time, not more than thirty (30) days hence, or to another place, and if an announcement of the adjourned time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment fix a new record date for the adjourned meeting. Notice of the annual and each special meeting of the shareholders shall indicate that it is being issued by or at the direction of the person or persons calling the meeting, and shall state the name and capacity of each such person. Notice of each special meeting shall also state the purpose or purposes for which it has been called. Neither the business to be transacted at nor the purpose of the annual or any special meeting of the shareholders need be specified in any written waiver of notice.

Section 5. Record Date for Shareholders. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or for the purpose of determining shareholders entitled to receive payment of any

dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than fifty (50) days nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action. If no record date is fixed, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; and the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Proxy Representation. Every shareholder may authorize another person or persons to act for him by proxy in all matters in which a shareholder is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the shareholder or by his attorney-in-fact. No proxy shall be voted or acted upon after eleven months from its date unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided in Section 608 of the New York Business Corporation Law.

Section 7. Voting at Shareholders' Meetings. Each share of stock shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Any other action shall be authorized by a majority of the votes cast except where the New York Business Corporation Law prescribes a different percentage of votes or a different exercise of voting power. In the election of directors, and for any other action, voting need not be by ballot.

Section 8. Quorum and Adjournment. Except for a special election of directors pursuant to Section 603 of the New York Business Corporation Law, the presence, in person or by proxy, of the holders of

a majority of the shares of the stock of the Corporation outstanding and entitled to vote thereat shall be requisite and shall constitute a quorum at any meeting of the shareholders. When a quorum is once present to organize a meeting, it shall not be broken by the subsequent withdrawal of any shareholders. If at any meeting of shareholders there shall be less than a quorum so present, the shareholders present in person or by proxy and entitled to vote thereat, may adjourn the meeting from time to time until a quorum shall be present, but no business shall be transacted at any such adjourned meeting except such as might have been lawfully transacted had the meeting not adjourned.

Section 9. List of Shareholders. The officer who has charge of the stock ledger of the Corporation shall prepare, make and certify, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders, as of the record date fixed for such meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) day prior to the meeting, either at a place within the city or other municipality or community where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present. If the right to vote at any meeting is challenged, the inspectors of election, if any, or the person presiding thereat, shall re-quire such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

Section 10. Inspectors of Election. The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not appointed, the person presiding at the meeting may, and at the request of any shareholder entitled to vote thereat shall, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock

represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting or any shareholder entitled to vote thereat, the inspector or inspectors, if any, shall make a report in writing of any challenge, question or matter determined by him or them and execute a certificate of any fact found by him or them. Any report or certificate made by the inspector or inspectors shall be prima facie evidence of the facts stated and of the vote as certified by them.

Section 11. Action of the Shareholders Without Meetings. Any action which may be taken at any annual or special meeting of the shareholders may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon. Written consent thus given by the holders of all outstanding shares entitled to vote shall have the same effect as a unanimous vote of the shareholders.

ARTICLE III

Directors

Section 1. Number of Directors. The number of directors which shall constitute the entire Board of Directors shall be at least three, except that where all outstanding shares of the stock of the Corporation are owned beneficially and of record but less than three shareholders, the number of directors may be less than three by not less than the number of shareholders. Subject to the foregoing limitation, such number may be fixed from time to time by action of a majority of the entire Board of Directors or of the shareholders at an annual or special meeting, or, if the number of directors is not so fixed, the number shall be three or shall be equal to the number of shareholders (determined as aforesaid), whichever is less. Until such time as the corporation shall issue shares of its stock, the Board of Directors shall consist of two persons. No decrease in the number of directors shall shorten the term of any incumbent director.

Section 2. Election and Term. The initial Board of Directors shall be elected by the incorporator and each initial director so elected shall hold office until the first annual meeting of shareholders and until

his successor has been elected and qualified. Thereafter, each director who is elected at an annual meeting of shareholders, and each director who is elected in the interim to fill a vacancy or a newly created directorship, shall hold office until the next annual meeting of shareholders and until his successor has been elected and qualified.

Section 3. Filling Vacancies, Resignation and Removal. Any director may tender his resignation at any time. Any director or the entire Board of Directors may be removed, with or without cause, by vote of the shareholders. In the interim between annual meetings of shareholders or special meetings of shareholders called for the election of directors or for the removal of one or more directors and for the filling of any vacancy in that connection, newly created directorships and any vacancies in the Board of Directors, including unfilled vacancies resulting from the resignation or removal of directors for cause or without cause, may be filled by the vote of a majority of the remaining directors then in office, although less than a quorum, or by the sole remaining director.

Section 4. Qualifications and Powers. Each director shall be at least eighteen years of age. A director need not be a shareholder, a citizen of the United States or a resident of the State of New York. The business of the Corporation shall be managed by the Board of Directors, subject to the provisions of the Certificate of Incorporation. In addition to the powers and authorities by these By-Laws expressly conferred upon it, the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done exclusively by the shareholders.

Section 5. Regular and Special Meetings of the Board. The Board of Directors may hold its meetings, whether regular or special, either within or without the State of New York. The newly elected Board may meet at such place and time as shall be fixed by the vote of the shareholders at the annual meeting, for the purpose of organization or otherwise, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a majority of the entire Board shall be present; or they may meet at such place and time as shall be fixed by the consent in writing of all directors. Regular meetings of the Board may be held with or without notice at such time and place as shall from time to time be determined by resolution of the Board. Whenever the time or place of regular meetings of the Board shall have been determined by resolution of the Board, no regular meetings shall be held pursuant to any resolution of the Board

altering or modifying its previous resolution relating to the time or place of the holding of regular meetings, without first giving at least three days written notice to each director, either personally or by telegram, or at least five days written notice to each director by mail, of the substance and effect of such new resolution relating to the time and place at which regular meetings of the Board may thereafter be held without notice. Special meetings of the Board shall be held whenever called by the President, Vice-President, the Secretary or any director in writing. Notice of each special meeting of the Board shall be delivered personally to each director or sent by telegraph to his residence or usual place of business at least three days before the meeting, or mailed to him to his residence or usual place of business at least five days before the meeting. Meetings of the Board, whether regular or special, may be held at any time and place, and for any purpose, without notice, when all the directors are present or when all directors not present shall, in writing, waive notice of and consent to the holding of such meeting, which waiver and consent may be given after the holding of such meeting. All or any of the directors may waive notice of any meeting and the presence of a director at any meeting of the Board shall be deemed a waiver of notice thereof by him. A notice, or waiver of notice, need not specify the purpose or purposes of any regular or special meeting of the Board.

Section 6. Quorum and Action. A majority of the entire Board of Directors shall constitute a quorum except that when the entire Board consists of one director, then one director shall constitute a quorum, and except that when a vacancy or vacancies prevents such majority, a majority of the directors in office shall constitute a quorum, provided that such majority shall constitute at least one-third of the entire Board. A majority of the directors present, whether or not they constitute a quorum, may adjourn a meeting to another time and place. Except as herein otherwise provided, and except as otherwise provided by the New York Business Corporation Law, the vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 7. Telephonic Meetings. Any member or members of the Board of Directors, or of any committee designated by the Board, may participate in a meeting of the Board, or any such committee, as the case may be, by means of conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 8. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 9. Compensation of Directors. By resolution of the Board of Directors, the directors may be paid their expenses, if any, for attendance at each regular or special meeting of the Board or of any committee designated by the Board and may be paid a fixed sum for attendance at such meeting, or a stated salary as director, or both. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor; provided however that directors who are also salaried officers shall not receive fees or salaries as directors.

ARTICLE IV

Committees

Section 1. In General. The Board of Directors may, by resolution or resolutions passed by the affirmative vote therefore of a majority of the entire Board, designate an Executive Committee and such other committees as the Board may from time to time determine, each to consist of three or more directors, and each of which, to the extent provided in the resolution or in the certificate of incorporation or in the By-Laws, shall have all the powers of the Board, except that no such Committee shall have power to fill vacancies in the Board, or to change the membership of or to fill vacancies in any Committee, or to make, amend, repeal or adopt By-Laws of the Corporation, or to submit to the shareholders any action that needs shareholder approval under these By-Laws or the New York Business Corporation Law, or to fix the compensation of the directors for serving on the Board or any committee thereof, or to amend or repeal any resolution of the Board which by its terms shall not be so amendable or repeatable. Each committee shall serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 2. Executive Committee. Except as otherwise limited by the Board of Directors or by these By-Laws, the Executive Committee, if so designated by the Board of Directors, shall have and may exercise, when the Board is not in session, all the powers of the Board of Directors in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it. The Board shall have the power at any time to change the membership of the Executive Committee, to fill vacancies in it, or to dissolve it. The Executive Committee may make rules for the conduct of its business and may appoint such assistance as it shall from time to time deem necessary. A majority of the members of the Executive Committee, if more than a single member, shall constitute a quorum.

ARTICLE V

Officers

Section 1. Designation, Term and Vacancies. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time deem necessary. Such officers may have and perform the powers and duties usually pertaining to their respective offices, the powers and duties respectively prescribed by law and by these By-Laws, and such additional powers and duties as may from time to time be prescribed by the Board. The same person may hold any two or more offices, except that the offices of President and Secretary may not be held by the same person unless all the issued and outstanding stock of the Corporation is owned by one person, in which instance such person may hold all or any combination of offices.

The initial officers of the Corporation shall be appointed by the initial Board of Directors, each to hold office until the meeting of the Board of Directors following the first annual meeting of shareholders and until his successor has been appointed and qualified. Thereafter, the officers of the Corporation shall be appointed by the Board as soon as practicable after the election of the Board at the annual meeting of shareholders, and each officer so appointed shall hold office until the first meeting of the Board of Directors following the next annual meeting of shareholders and until his successor has been appointed and qualified. Any officer may be removed at any time, with or without cause, by the affirmative vote thereof of a majority of the entire Board of Directors. All other agents and employees of the Corporation shall hold office during the pleasure of the Board of Directors. Vacancies occurring

among the officers of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 2. President. The President shall preside at all meetings of the shareholders and at all meetings of the Board of Directors at which he may be present. Subject to the direction of the Board of Directors, he shall be the chief executive officer of the Corporation, and shall have general charge of the entire business of the Corporation. He may sign certificates of stock and sign and seal bonds, debentures, contracts or other obligations authorized by the Board, and may, without previous authority of the Board, make such contracts as the ordinary conduct of the Corporation's business requires. He shall have the usual powers and duties vested in the President of a corporation. He shall have power to select and appoint all necessary officers and employees of the Corporation, except those selected by the Board of Directors, and to remove all such officers and employees except those selected by the Board of Directors, and make new appointments to fill vacancies. He may delegate any of his powers to a Vice-President of the Corporation.

Section 3. Vice-President. A Vice-President shall have such of the President's powers and duties as the President may from time to time delegate to him, and shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors. During the absence or incapacity of the President, the Vice-President, or, if there be more than one, the Vice-President having the greatest seniority in office, shall perform the duties of the President, and when so acting shall have all the powers and be subject to all the responsibilities of the office of President.

Section 4. Treasurer. The Treasurer shall have custody of such funds and securities of the Corporation as may come to his hands or be committed to his care by the Board of Directors. Whenever necessary or proper, he shall endorse on behalf of the Corporation, for collection, checks, notes, or other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depositories, approved by the Board of Directors as the Board of Directors or President may designate. He may sign receipts or vouchers for payments made to the Corporation, and the Board of Directors may require that such receipts or vouchers shall also be signed by some other officer to be designated by them. Whenever required by the Board of Directors, he shall render a statement of his cash accounts and such other statements respecting the affairs of the Corporation as may be required. He shall keep proper and accurate books of account. He shall perform all

acts incident to the office of Treasurer, subject to the control of the Board.

Section 5. Secretary. The Secretary shall have custody of the seal of the Corporation and when required by the Board of Directors, or when any instrument shall have been signed by the President duly authorized to sign the same, or when necessary to attest any proceedings of the shareholders or directors, shall affix it to any instrument requiring the same and shall attest the same with his signature, provided that the seal may be affixed by the President or Vice-President or other officer of the Corporation to any document executed by either of them respectively on behalf of the Corporation which does not require the attestation of the Secretary. He shall attend to the giving and serving of notices of meetings. He shall have charge of such books and papers as properly belong to his office or as may be committed to his care by the Board of Directors. He shall perform such other duties as appertain to his office or as may be required by the Board of Directors.

Section 6. Delegation. In case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board may temporarily delegate the powers or duties, or any of them, of such officer to any other officer or to any director.

ARTICLE VI

Stock

Section I. Certificates Representing Shares. All certificates representing shares of the capital stock of the Corporation shall be in such form not inconsistent with the Certificate of Incorporation, these By-Laws or the laws of the State of New York and shall set forth thereon the statements prescribed by Section 508, and where applicable, by Sections 505, 616, 620, 709 and 1002 of the Business Corporation Law. Such shares shall be approved by the Board of Directors, and shall be signed by the President or a Vice-President and by the Secretary or the Treasurer and shall bear the seal of the Corporation and shall not be valid unless so signed and sealed. Certificates countersigned by a duly appointed transfer agent and/or registered by a duly appointed registrar shall be deemed to be so signed and sealed whether the signatures be manual or facsimile signatures and whether the seal be a facsimile seal or any other form of seal. All certificates shall be consecutively numbered and the name of the person owning the shares represented thereby, his

residence, with the number of such shares and the date of issue, shall be entered on the Corporation's books. All certificates surrendered shall be cancelled and no new certificates issued until the former certificates for the same number of shares shall have been surrendered and cancelled, except as provided for herein.

In case any officer or officers who shall have signed or whose facsimile signature or signatures shall have been affixed to any such certificate or certificates, shall cease to be such officer or officers of the Corporation before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation, and may be issued and delivered as though the person or persons who signed such certificates, or whose facsimile signature or signatures shall have been affixed thereto, had not ceased to be such officer or officers of the Corporation.

Any restriction on the transfer or registration of transfer of any shares of stock of any class or series shall be noted conspicuously on the certificate representing such shares.

Section 2. Fractional Share Interests. The Corporation, may, but shall not be required to, issue certificates for fractions of a share. If the Corporation does not issue fractions of a share, it shall (1) arrange for the disposition of fractional interests by those entitled thereto, (2) pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or (3) issue scrip or warrants in registered or bearer form which shall entitle the holder to receive a certificate for a full share upon the surrender of such scrip or warrants aggregating a full share. A certificate for a fractional share shall, but scrip or warrants shall not unless otherwise provided therein, entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any distribution of the assets of the Corporation in the event of liquidation. The Board of Directors may cause scrip or warrants to be issued subject to the conditions that they shall become void if not exchanged for certificates representing full shares before a specified date, or subject to the condition that the shares for which scrip or warrants are exchangeable may be sold by the Corporation and the proceeds thereof distributed to the holders of scrip or warrants, or subject to any other conditions which the Board of Directors may impose.

Section 3. Addresses of Shareholders. Every shareholder shall furnish the Corporation with an address to which notices of meetings and all other notices may be served upon or mailed to him, and in

default thereof notices may be addressed to him at his last known post office address.

Section 4. Stolen, Lost or Destroyed Certificates. The Board of Directors may in its sole discretion direct that a new certificate or certificates of stock be issued in place of any certificate or certificates of stock theretofore issued by the Corporation, alleged to have been stolen, lost or destroyed, and the Board of Directors when authorizing the issuance of such new certificate or certificates, may, in its discretion, and as a condition precedent thereto, require the owner of such stolen, lost or destroyed certificate or certificates or his legal representatives to give to the Corporation and to such registrar or registrars and/or transfer agent or transfer agents as may be authorized or required to countersign such new certificate or certificates, a bond in such sum as the Corporation may direct not exceeding double the value of the stock represented by the certificate alleged to have been stolen, lost or destroyed, as indemnity against any claim that may be made against them or any of them for or in respect of the shares of stock represented by the certificate alleged to have been stolen, lost or destroyed.

Section 5. Transfers of Shares. Upon compliance with all provisions restricting the transferability of shares, if any, transfers of stock shall be made only upon the books of the Corporation by the holder in person or by his attorney thereunto authorized by power of attorney duly filed with the Secretary of the Corporation or with a transfer agent or registrar, if any, upon the surrender and cancellation of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon. The Board of Directors may appoint one or more suitable banks and/or trust companies as transfer agents and/or registrars of transfers, for facilitating transfers of any class or series of stock of the Corporation by the holders thereof under such regulations as the Board of Directors may from time to time prescribe. Upon such appointment being made all certificates of stock of such class or series thereafter issued shall be countersigned by one of such transfer agents and/or one of such registrars of transfers, and shall not be valid unless so countersigned.

ARTICLE VII

Dividends and Finance

Section 1. Dividends. The Board of Directors shall have power to fix and determine and to vary, from time to time, the amount

of the working capital of the Corporation before declaring any dividends among its shareholders, and to direct and determine the use and disposition of any net profits or surplus, and to determine the date or dates for the declaration and payment of dividends and to determine the amount of any dividend, and the amount of any reserves necessary in their judgment before declaring any dividends among its shareholder, and to determine the amount of the net profits of the Corporation from time to time available for dividends.

Section 2. Fiscal Year. The fiscal year of the Corporation shall end on the last day of in each year and shall begin on the next succeeding day, or shall be for such other period as the Board of Directors may from time to time designate with the consent of the Department of Taxation and Finance, where applicable.

ARTICLE VIII

Miscellaneous Provisions

Section 1. Stock of Other Corporations. The Board of Directors shall have the right to authorize any director, officer or other person on behalf of the Corporation to attend, act and vote at meetings of the Shareholders of any corporation in which the Corporation shall hold stock, and to exercise thereat any and all rights and powers incident to the ownership of such stock, and to execute waivers of notice of such meetings and calls therefor; and authority may be given to exercise the same either on one or more designated occasions, or generally on all occasions until revoked by the Board. In the event that the Board shall fail to give such authority, such authority may be exercised by the President in person or by proxy appointed by him on behalf of the Corporation.

Any stocks or securities owned by this Corporation may, if so determined by the Board of Directors, be registered either in the name of this Corporation or in the name of any nominee or nominees appointed for that purpose by the Board of Directors.

Section 2. Books and Records. Subject to the New York Business Corporation Law, the Corporation may keep its books and accounts outside the State of New York.

Section 3. Notices. Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so

stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given on the day of such mailing.

Whenever any notice whatsoever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation or these By-Laws a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Amendments. Except as otherwise provided herein, these By-Laws may be altered, amended or repealed and By-Laws may be made at any annual meeting of the shareholders or at any special meeting thereof if notice of the proposed alteration, amendment or repeal, or By-Law or By-Laws to be made be contained in the notice of such special meeting, by the holders of a majority of the shares of stock of the Corporation outstanding and entitled to vote thereat; or by a majority of the Board of Directors at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, if notice of the proposed alteration, amendment or repeal, or By-Law or By-Laws to be made, be contained in the Notice of such Special Meeting.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ITASCA LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Itasca Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Itasca Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010636876 - 3467815

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**ITASCA LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Itasca Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Itasca Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Itasca Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn white, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

**AGREEMENT OF LIMITED PARTNERSHIP OF
ITASCA LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Itasca Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%



The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following document and sets forth:

1. Name of the Limited Liability Company

δ Jackson County Landfill, LLC

2. The future effective date is
(Complete if applicable) _____

3. Federal Tax ID

δ Applied for

4. Name and Street Address of the Registered Agent and Registered Office is

δ Name C T Corporation System

δ Physical/Address c/o C T Corporation System, 631 Lakeland East Drive

δ P.O. Box _____

δ City, State, ZIPS, ZIP4 Flowood MS 39232 —

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve

δ N/A

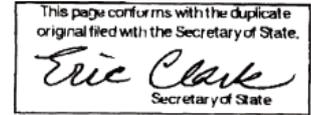
6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark appropriate box)

δ Yes No

7. Other matters the managers or members elect to include

δ N/A

δ _____





By: Signature /s/ Jo Lynn White (Please keep writing within blocks)

Printed Name Jo Lynn White Title Secretary

Street and Mailing Address

Physical Address 15880 N. Greenway-Hayden Loop, Suite 100

P.O. Box _

City, State ZIP5, ZIP4 Scottsdale AZ 85260

By: Signature _____ (Please keep writing within blocks)

Printed Name _____ Title _____

Street and Mailing Address

Physical Address _

P.O. Box _

City, State ZIP5 ZIP4 _

This page conforms with the duplicate original filed with the Secretary of State.
Eric Clark
Secretary of State

F0101 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Amendment



The undersigned corporation pursuant to Senate Bill No. 2395, Chapter 402 Laws of 1994, hereby executes the following Certificate of Amendment and sets forth:

1. Name of the Limited Liability Company

Jackson County Landfill, LLC

**2. The future effective date is
(Complete if applicable) _**

3. The amendment to the certificate is as follows

Paragraph 6 of the Certificate of Formation is hereby amended in its entirety as follows:

The full management of the Limited Liability Company is not vested in a manager or managers. The full management of the Liability company is vested in its sole member.

By: Signature /s/ Jo Lynn White (Please keep writing within blocks)

Printed Name Jo Lynn White Title: Asst. Secretary of Sole Member

Street and Mailing Address

Physical Address 18500 North Allied Way

P.O. Box _

City, State, ZIP5, ZIP4 Phoenix AZ 85054 —



By: Signature _____ (Please keep writing within blocks)

Printed Name _____ Title _____

Street and Mailing Address _____

Physical Address _____

P.O. Box _____

City, State, ZIP5, ZIP4 _____

**OPERATING AGREEMENT OF
JACKSON COUNTY LANDFILL, LLC**

This Operating Agreement is executed to be effective as of September 12, 2002, by Allied Waste North America, Inc., a Delaware corporation (the "Member"), as the sole member of Jackson County Landfill, LLC, a Mississippi limited liability company (the "Company").

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 7.6 below.

1.2 Formation. The Member hereby forms the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate.

1.3 Name. The name of the Company is Jackson County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Mississippi law and the laws of any other jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Mississippi shall be 631 Lakeland East Drive, Flowood, Mississippi 39232. The registered office may be changed to any other place within the State of Mississippi by the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Mississippi are CT Corporation System, c/o CT Corporation System, 631 Lakeland East Drive, Flowood, Mississippi 39232. The Company's agent for service of legal process may be changed by the Member.

1.8 Term. The term of the Company shall commence on the date the Certificate is filed with the Mississippi Secretary of State, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation (the "Certificate") to be filed with the Mississippi Secretary of State. The Member shall file any amendments to the Certificate deemed necessary by it to comply with the Act.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A attached to this Agreement.

2.2 Contributions of the Member. The Member shall contribute to the Company the cash or other assets listed on Exhibit A attached to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Section 2.2 above and shall not be required to make any other Capital Contributions or loans to the Company. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions to the Company.

2.5 Member Loans. The Member may make loans to the Company on such terms and conditions as the Member determines from time to time.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 6 below, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. MANAGEMENT

4.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of

the Company will be entitled to such compensation for their services as the Member may determine from time to time.

4.3 **Indemnification.** To the fullest extent permitted by law, the Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "**Indemnified Parties**") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 5. BOOKS AND RECORDS; TRANSFERS

5.1 **Books and Records.** The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

5.2 **Transfers.** No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 **Dissolution.** The Company shall dissolve upon the first to occur of any of the following events:

- (a) The decision by the Member to dissolve the Company; or
- (b) The entry of a decree of dissolution under Section 79-29-802 of the Act.

6.2 **Winding Up.**

(a) **General.** Following the dissolution of the Company, as provided in Section 6.1 above, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Mississippi Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(a) **Liquidation and Distribution of Assets.** Upon the dissolution of the Company, the Member (or court-appointed trustee if there is no remaining Member), shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 above.

The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities (including those to the Member as a creditor, to the extent permitted by law) and the establishment of any necessary reserves; and

(ii) To the Member.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed with the Mississippi Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member, its legal representatives and its permitted successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Mississippi Law. The laws of Mississippi shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Mississippi Limited Liability Company Act, as set forth in Miss. Code Ann. § 79-29-101, et. seq., as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate” has the meaning given that term in Section 1.9.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on member loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, limited partnership, corporation, limited liability company, trust or other legal entity.

IN WITNESS WHEREOF, the Member has executed this Agreement effective as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Assistant Secretary

EXHIBIT A

Name and Address of the Member

Allied Waste North America, Inc.
15880 North Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital Contribution

\$100.00

**PARTNERSHIP AGREEMENT
OF
JASPER COUNTY DEVELOPMENT COMPANY PARTNERSHIP**

This Partnership Agreement is entered into as of January 8, 2007, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Jasper County Development Company Partnership, an Indiana general partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 18500 North Allied Way, Phoenix, Arizona 85054, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Partnership's "minimum gain," as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership's business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership's business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the "tax matters partner" pursuant to the Code, and the tax matters partner shall coordinate with the Partnership's accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
-

(b) The unanimous election of the Partners to dissolve the Partnership; or

(c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and

(b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Account" means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code ' 704(b) and Regulations promulgated thereunder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Majority in Interest of the Partners" means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

By: /s/ D. W. Slager
Its: Vice President, operations

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President

EXHIBIT A

Names and Addresses of Partners

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution

Percentage
Interest

99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

1%

CERTIFICATE OF FORMATION
JEFFERSON CITY LANDFILL, LLC

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Jefferson City Landfill, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
JEFFERSON CITY LANDFILL, LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Jefferson City Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Henry L. Hirvela
Its: Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

Secretary of State



ARTICLES OF ORGANIZATION
(R.S. 12:1301)

Domestic Limited Liability Company
Enclose \$75.00 filing fee
Make remittance payable to
Secretary of State
Do not send cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-8125
Phone (225) 925-4704
Web Site: www.sos.louisiana.gov

STATE OF ARIZONA

Check one: Business Nonprofit

PARISH/COUNTY OF MARICOPA

1. The name of this limited liability company is : Jefferson Parish Development Company, LLC
2. This company is formed for the purpose of: (check one)
 - Engaging in any lawful activity for which limited liability companies may be formed.
 - _____

(use for limiting activity)

3. The duration of this limited liability company is : (may be perpetual) perpetual

4. Other provisions:

AL ATER
SECRETARY OF STATE
RECEIVED & FILED
DATE SEP 22 2005

Signatures:

/s/ Jo Lynn White
Jo Lynn White, Authorized Representative

On this 22nd day of September, 2005, before me personally appeared Jo Lynn White, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY#

[ILLEGIBLE]

Notary Signature



Notary Public State of Arizona

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

(See instructions on back)

**OPERATING AGREEMENT OF
JEFFERSON PARISH DEVELOPMENT COMPANY, LLC**

This Operating Agreement is executed as of September 22, 2005, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Jefferson Parish Development Company, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Louisiana law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Louisiana shall be CT Corporation System, 8550 United Plaza Blvd, Baton Rouge, Louisiana, 70809, County of East Baton Rouge. The registered office may be changed to any other place within the State of Louisiana upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Louisiana are CT Corporation System, 8550 United Plaza Blvd, Baton Rouge, Louisiana, 70809. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Louisiana, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Louisiana. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under § 12:1335 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in § 12:1336 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Louisiana Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Louisiana Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Louisiana Law. The laws of the State of Louisiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Louisiana Limited Liability Company Act, as set forth in Title 12, § 12:1301, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

ARTICLES OF INCORPORATION
OF
JETTER DISPOSAL, INC.

The undersigned acting as the Incorporator of a Corporation pursuant to the provisions of the Iowa Business Corporation Act, being Chapter 490 of the 1997 Code of Iowa, does hereby adopt the following Articles of Incorporation.

ARTICLE I.

The name of the Corporation is **JETTER DISPOSAL, INC.**

ARTICLE II.

The Corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful businesses for which corporations may be organized under this Act.

ARTICLE III.

The authorized capital stock of this Corporation shall be Ten Thousand Dollars (\$10,000.00) divided into One Hundred (100) shares of a par value of One Hundred Dollars (\$100.00) per share. No stock shall be transferred except in accordance with the provisions of the By-Laws of this Corporation and subject to all restrictions contained therein. Any agreement between Stockholders relating to the restraint of the sale of the stock may be filed with the Secretary of the Corporation and shall be binding upon all stockholders and transferees subject to the provisions of the By-Laws.

ARTICLE IV.

The address of the initial registered office in the State of Iowa is 926 2nd Ave. So., Clinton, IA 52732, and the name of its registered agent at such address is William C. Jetter, Jr.

ARTICLE V.

The number of Directors constituting the initial Board of Directors of this Corporation is one, and the name and address

ARTICLES OF INCORPORATION OF JETTER DISPOSAL, INC.

of the person who is to serve as Director until the first annual meeting of the shareholders, or until his successor is elected and shall qualify is:

William C. Jetter, Jr., 926 2nd Ave. So., Clinton, IA 52732 After the initial Board of Directors, the Board shall consist of such number of Directors as shall be fixed and determined by the By-Laws of the Corporation.

The Corporation shall operate under By-Laws adopted by the Board of Directors, and the Board of Directors shall have power to adopt, alter, amend and repeal By-Laws, subject to control of the stockholders. The stockholders may by act of a majority vote of the stockholders represented at any annual or special meeting called for that purpose, alter, amend or repeal any or all By-Laws and enact others. Said stockholders may by similar action, limit, or extend the then existing power of the Board of Directors as to enactment, repeal or alteration of the By-Laws.

ARTICLE VI

Annual meetings or special meetings of the stockholders may be held either within or without the State of Iowa at such times and places as may be provided in the By-Laws.

ARTICLE VII

Title to all property of the Corporation as well as all leases or interests in or contracts for any property of the Corporation, whether the same be real, personal, or mixed, shall be taken in the name of the Corporation, and all conveyances or other instruments pertaining to or affecting the title to real estate shall be executed by the President and attested by the Secretary of this Corporation.

In the absence, or inability, of the President or of the Secretary, or both, the Board of Directors may authorize and direct any other officer or officers of the Corporation or any

ARTICLES OF INCORPORATION OF JETTER DISPOSAL, INC.

other person or persons who may be designated by the Board of Directors to execute said instruments for and in behalf of the Corporation.

The conveyance or encumbrances of any real estate of the Corporation shall be executed only upon the authority of the Board of Directors.

ARTICLE VIII.

This Corporation shall not have a Corporate Seal.

ARTICLE IX.

The name and address of the Incorporator is: William C. Jetter, Jr., 926 2nd Ave., Clinton, IA 52732

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20th day of February, 1998.

/s/ William C. Jetter, Jr.

WILLIAM C. JETTER, JR.

STATE OF IOWA)
) SS:
CLINTON COUNTY)

On this 20th day of February, 1998, before me, a Notary Public in and for the said County and State, personally appeared William C. Jetter, Jr., being known to be the identical person named in and who executed the foregoing instrument as Incorporator and whose name is affixed thereto and acknowledged that he executed the same as his voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

/s/ J. Drew Chambers

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



FILED
IOWA
SECRETARY OF STATE
2-24-1998
3:34 PM
W173270



ARTICLES OF AMENDMENT TO THE

ARTICLES OF INCORPORATION

OF

JETTER DISPOSAL, INC.

Pursuant to the provisions of §496A.58 of the 1997 Code of Iowa, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation.

I.

The name of the Corporation is **JETTER DISPOSAL, INC.** The location of its principal place of business is 926 2nd Ave. So., Clinton, Iowa 52732. The effective date of its Incorporation is February 24, 1998.

II.

The following Amendment to the Articles of Incorporation was adopted by the Shareholders of the Corporation on June 5, 1998 in the manner prescribed by the Iowa Business Corporation Act:

1. That the first sentence of **Article III** is deleted and there is substituted in lieu thereof the following sentence:

ARTICLE III.

The authorized capital stock of this Corporation shall be Ten Million Dollars (\$10,000,000.00) divided into One Hundred Thousand (100,000) shares of a par value of One Hundred Dollars (\$100.00) per share.

III.

The number of shares of the Corporation outstanding at the time of the adoption of said Amendment was 10 and the number of shares entitled to vote thereon was ten.

IV.

No outstanding shares were entitled to vote thereon as a class.

V.

The number of shares which voted for the Amendment was ten. No shares voted against the Amendment.

Dated this 5th day of June, 1998.

JETTER DISPOSAL, INC.

BY: /s/ William C. Jetter, Jr.,
William C. Jetter, Jr., President

BY: /s/ William C. Jetter, Jr.,
William C. Jetter, Jr., Secretary

STATE OF IOWA)
) SS:
CLINTON COUNTY)

On this 5th day of June, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Jetter, Jr., to me personally known, who, being by me duly sworn, did say that he is the President and Secretary of Jetter Disposal, Inc. executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said William C. Jetter, Jr. as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

/s/ J. Drew Chambers
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



FILED
IOWA
SECRETARY OF STATE
6/9/98
Chambers
W183373


**AMENDED AND RESTATED BYLAWS
OF
JETTER DISPOSAL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Sections 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Sections 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:37 AM 11/16/2007
FILED 09:36 AM 11/16/2007
SRV 071230739 - 4458681 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- **First:** The name of the limited liability company is KANDEL ENTERPRISES, LLC
- **Second:** The address of its registered office in the State of Delaware is 40 E Division Street Suite A in the City of Dover 19901. The name of its Registered agent at such address is PARACORP INCORPORATED
- **Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")
- **Fourth:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 16 day of November, 2007.

By: /s/ Glenda Kay Hallett
Authorized Person(s)

Name: Glenda Kay Hallett
Typed or Printed

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:08 PM 12/18/2007
FILED 08:33 PM 12/18/2007
SRV 071338968 - 4458681 FILE

**State of Delaware
Certificate of Amendment**

1. Name of Limited Liability Company: Kandel Enterprises, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The location of the Registered Office of this limited liability company within this state be, and the same hereby is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801.

The name of the Registered Agent therein and in charge thereof upon whom process against this limited liability company may be served, is The Corporation Trust Company.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person on December 18, 2007.

By: /s/ Connie J. Gecich
Authorized Person

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF KANDEL ENTERPRISES, LLC**

This Amended and Restated Operating Agreement (the "Agreement") of **KANDEL ENTERPRISES, LLC** (the "Company") is executed as of November 30, 2007, by **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member"), and shall bind the Member, the Company, and any other person who may acquire any interest in the Company. This Agreement shall supersede and replace the Company's Limited Liability Company Agreement, dated November 16, 2007, in its entirety.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 7.6.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is **KANDEL ENTERPRISES, LLC**. All business of the Company shall be conducted in the Company name. The Company shall hold its property in the name of the Company.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of non-hazardous solid waste management, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Office. The registered office of the Company within the State of Delaware shall be Paracorp Incorporated, 40 E. Division Street, Suite A, Dover, Delaware 19901. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are Paracorp Incorporated, 40 E. Division Street, Suite A, Dover, Delaware 19901. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.7 Certificate of Formation. The Company's Certificate of Formation was filed November 16, 2007 with the Delaware Secretary of State (the "Certificate of Formation"). The Member shall file any amendments to the Certificate of Formation deemed necessary to reflect amendments to this Agreement that the Member adopts in accordance with the terms. Upon the approval of any amendments, by the Member in accordance with this Agreement, the Member or

a designee of the Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the sole Member are set forth in Exhibit A to this Agreement.

2.2 Contributions of Member. The Member has contributed to the Company cash or other assets. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.3 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as the Member may determine. The Member shall not be required to make a Member Loan unless the Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

During the term of the Company, the Member, in its sole discretion shall periodically distribute the cash and property of the Company. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

SECTION 4. MANAGEMENT

4.1 General Management Structure. Unless specifically provided otherwise in this Agreement, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Member under this Agreement, shall be made within the sole discretion of the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company.

4.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in this Agreement or in resolutions duly adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, an executive vice president, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may reasonably determine from time to time. Unless otherwise specified by the Member, the following officers shall have the authority to engage in the activities set forth with respect to their respective offices:

4.2.1 President. The President shall, subject to the control of the Member, have general supervision of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Company, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Company may sign and execute documents when so authorized by this Agreement, the Member, or the President. The

President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by this Agreement or by the Member.

4.2.2 Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice President or the Vice Presidents, if there are more than one, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the President from time to time may prescribe.

4.2.3 Secretary. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.2.4 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render to the President, from time to time, when the Member so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Member, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.5 Assistant Secretaries. Except as may be otherwise provided in this Agreement, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.2.6 Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Member, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Member, an Assistant Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

4.2.7 Other Officers. Such other officers as the Member may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Member. The Member may delegate to any officer of the Company the power to choose such other officers and to prescribe their respective duties and powers.

4.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member and its officers and any officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct, or gross negligence.

4.4 Meetings. No annual or special meetings of the Member shall be required. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Member signs a written consent setting forth the action to be taken.

SECTION 5. BOOKS AND RECORDS

5.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. The books of account of the Company shall be prepared and maintained on the same basis and in a manner consistent with the records of the Member.

5.2 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of the Member.

5.3 Bank Accounts. The funds of the Company shall be maintained in a separate account or accounts in the name of the Company.

SECTION 6. DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The Member's election to dissolve the Company;
- (c) At any time there are no Members; or
- (d) The entry of a decree of dissolution under § 18-802 of the Act.

6.2 Winding Up.

(a) General. Following the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. The Member (or its authorized successor in interest) shall be responsible for overseeing the winding up and liquidation of the Company and shall take full account of the Company's liabilities and assets upon dissolution. Any assets not required to discharge any liabilities of the Company shall be distributed to the Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

6.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, the Member shall execute and file a certificate of cancellation with the Delaware Secretary of State.

SECTION 7. MISCELLANEOUS

7.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its successors, transferees and assigns.

7.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

7.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

7.5 Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

7.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time.

“Capital Contribution” means the amount of money and the net fair market value of property (other than money) contributed to the Company by the Member.

“Certificate of Formation” has the meaning given that term in Section 1.7.

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person.

“Member Loans” has the meaning given that term in Section 2.3.

“Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

7.7 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any Person not a party to this Agreement, and no such other Person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date first above written.

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC,
a Delaware limited liability company, its Sole Member

By: /s/ Donald W. Slager

Name: Donald W. Slager

Title: President

EXHIBIT A

Name and Address of Member

Allied Waste Services of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054

Percentage

Interest

100%

Form **BCA-2.10**
(Rev. Jan. 1999)

ARTICLES OF INCORPORATION
This space for use by Secretary of State

SUBMIT IN DUPLICATE!

**This space for use by
Secretary of State**

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
http://www.sos.state.il.us

FILED
FEB 19 2003
JESSE WHITE
SECRETARY OF STATE

Date 2-19-03

Franchise Tax	\$ 25
Filing Fee	\$ 75
Approved:	\$ 100

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

0030260541
5382/0105 90 001 page 1 of 2
2003-02-24 15:20:52

1. **CORPORATE NAME: Kankakee Quarry, Inc.**
(The corporate name must contain the word "corporation", "company," "incorporated, limited or an abbreviation thereof.)



0030260541
Last Name

2. Initial Registered Agent: C T Corporation System

First Name *Middle Initial*

Initial Registered Office: _____, 208 South LaSalle Street

Number *Street* *Suite #*

Chicago IL Cook 60604

City *County* *Zip Code*

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

The purpose of the company is to conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Illinois Business Corporation Act.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$.01	1,000	1,000	\$1,000

TOTAL = \$
1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. **OPTIONAL:**

(a) Number of directors constituting the initial board of directors of the corporation: _____.

(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. **OPTIONAL:**

(a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____

(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____

(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____

(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL:** *OTHER PROVISIONS*

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated February 18, 2003
 (Month & Day) Year

Signature and Name		Address		
1.	<u>/s/ W. E. Eggleston</u> <i>Signature</i>	1.	<u>3003 N. Central Ave., Suite 2600</u> <i>Street</i>	
	<u>W. E. Eggleston, Jr.</u> <i>(Type or Print Name)</i>		<u>Phoenix, AZ 85012</u> <i>City/Town State ZIP Code</i>	
2.	<u> </u> <i>Signature</i>	2.	<u> </u> <i>Street</i>	
	<u> </u> <i>(Type or Print Name)</i>		<u> </u> <i>City/Town State ZIP Code</i>	
3.	<u> </u> <i>Signature</i>	3.	<u> </u> <i>Street</i>	
	<u> </u> <i>(Type or Print Name)</i>		<u> </u> <i>City/Town State ZIP Code</i>	

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The **minimum total due** (franchise tax + filing fee) is **\$100**.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
 Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

**BYLAWS
OF
KANKAKEE QUARRY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, allowing for three (3) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be

elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a

majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose

another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of

whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the

stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the

Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership,

limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

ENDORSED
FILED
in the office of the Secretary of State
of the State of California
JUL-6 1989
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION
OF
KELLER CANYON LANDFILL COMPANY

ONE: The name of this corporation is Keller Canyon Landfill Company.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name of this corporation's initial agent for service of process in the State of California is:

The Prentice-Hall Corporation System, Inc.

FOUR: This corporation is authorized to issue one class of shares of stock which shall be designated Common Stock. The total number of shares of Common Stock which this corporation is authorized to issue is 1,000, each of which shall have a par value of one dollar.

FIVE: The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SIX: This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

Date: July 6, 1989

/s/ Kevin Lutz

Kevin Lutz , Incorporator

**AMENDED AND RESTATED BYLAWS
OF
KELLER CANYON LANDFILL COMPANY
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only

evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may

be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise

provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract

or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the

Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the

affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or

to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary

determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

FILED
IN THE OFFICE OF THE CORPORATION
COMMISSIONER OF THE STATE OF OREGON
DEC 26 1980
FRANK J. HEALY
CORPORATION COMMISSIONER

Submit in duplicate
Include License and Filing Fees**

No. B.C. 1
8/77

One or more natural persons of the age of 18 years or more may incorporate a business corporation by signing, verifying and delivering Articles of Incorporation in duplicate to the Corporation Commissioner. The procedure for the formation of business corporations is set forth in ORS 57.306 through 57.331. See ORS 57.311 for the content of Articles of Incorporation.

Articles of Incorporation

The undersigned natural person(s) of the age of eighteen years or more, acting as incorporators under the Oregon Business Corporation Act, adopt the following Articles of Incorporation:

ARTICLE I The name of this corporation is Keller Drop Box, Inc.

(The corporate name must contain the word "Corporation", "Company", "Incorporated" or "Limited" or an abbreviation of one of such words.)

and its duration shall be perpetual.

ARTICLE II The purpose or purposes for which the corporation is organized are:

1. Solid Waste Collection; and
2. Any lawful activity for which corporations may be formed under ORS Chapter 57.

(It is not necessary to set forth in the Articles any of the corporate powers enumerated in ORS 57.030 and 57.035. It is sufficient to state, either alone or with other purposes, "That the corporation may engage in any lawful activity for which corporations may be organized under ORS Chapter 57"; however, it is desirable to state the primary purpose of the corporation in conjunction with such statement.)

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is 5,000 Shares \$1.00 par value common.

(Insert statement as to par value of such shares or a statement that all of such shares are to be without par value. If here is more than one class of stock, insert a statement as to the preference, limitations and relative rights of each class.)

ARTICLE IV The address of the initial registered office of the corporation is _____

1330 The Bank of California Tower, Portland, Oregon 97205

(Street and Number)

(NOTE—A P.O. Box No is not acceptable)

(City and State)

(Zip Code)

and the name of its initial registered agent at such address is Lee Davis Kell

ARTICLE V The number of directors constituting the initial board of directors of the corporation is one, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
	(NOTE: A P.O. BOX NUMBER IS NOT ACCEPTABLE)
	(Street and Number) (City and State) (Zip)
Lee Davis Kell	1330 The Bank of California Tower Portland, Oregon 97205

ARTICLE VI The name and address of each incorporator is:

Name	Address
	(NOTE: A P.O. BOX NUMBER IS NOT ACCEPTABLE)
	(Street and Number) (City and State) (Zip)
Nancy R. Carnemolla	1330 The Bank of California Tower Portland, Oregon 97205

ARTICLE VII (Provisions for regulation of internal affairs of the corporation as may be appropriate.)

See Attached.
 We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief, it is true, correct and complete.

 /s/ Nancy R. Carnemolla
 Nancy R. Carnemolla

Dated December 24, 1980.

** Submit articles in duplicate original with filing and license fees as listed below. Duplicate original means both copies MUST have original signatures.

If authorized shares exceed	But do not exceed	Filing Fee	License Fee	Total Fees
\$ 0	\$ 5,000	\$ 10	\$ 10	\$ 20
5,000	10,000	15	15	30
10,000	25,000	20	20	40
25,000	50,000	30	30	60
50,000	100,000	50	50	100
100,000	250,000	75	75	150
250,000	500,000	100	100	200
500,000	1,000,000	125	125	250

If the authorized shares exceed \$1,000,000, a \$200 license fee and a \$200 filing fee—totaling \$400.

To determine the amount of organization fee payable by a corporation having stock without par value, but for no other purpose, such shares of stock shall be deemed equivalent to shares having a par value of \$10 each.

File with Corporation Commissioner, Commerce Building, 158 12th Street N.E., Salem, Oregon 97310.

ARTICLE VII

At all times each holder of common stock of the Corporation shall be entitled to one vote for each share of such stock standing in his name on the books of the Corporation. At all elections of directors of the Corporation, each holder of common stock shall be entitled to as many votes as shall equal the number of votes which (except for this provision) he would then be entitled to cast for the election of directors with respect to his shares multiplied by the number of directors upon whose election he is then entitled to vote, and he may cast all of such votes for a single candidate or may distribute them among some or all of the candidates, as he may see fit.

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
KELLER DROP BOX, INC.

1. The name of the corporation is Keller Drop Box, Inc.
2. The amendments adopted to the articles of incorporation are as follows, to add the following articles to the articles of incorporation:

“ARTICLE VII. ELIMINATION OF LIABILITY

“A. To the fullest extent permitted by law, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except that this provision shall not eliminate or limit the liability of a director for any of the following:

- “1. Any act or omission occurring before the date this provision becomes effective;
- “2. Any breach of the director’s duty of loyalty to the corporation or its shareholders;
- “3. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- “4. Any distribution to shareholders that is unlawful under the Oregon Business Corporation Act or successor statute; or
- “5. Any transaction from which the director derived an improper personal benefit.

“B. Without limiting the generality of the foregoing, if the provisions of applicable law are further amended at any time, and from time to time, to authorize corporate action further eliminating the personal liability of directors and officers of the corporation, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by applicable law, as so amended.

“C. No amendment to or repeal of this Article VII, or adoption of any provision of these Articles of Incorporation inconsistent with this Article VII, or a change in the law, shall adversely affect any elimination or limitation of liability, or other right or protection, that is based upon this Article VII and

pertains to any act, conduct, omission, or circumstance that occurred or existed before the amendment, repeal, adoption, or change. No change in the law shall reduce or eliminate the rights and protections set forth in this Article VII unless the change in law specifically requires the reduction or elimination. No amendment to or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions before the amendment or repeal.”

“ARTICLE VIII. INDEMNIFICATION

“D. The corporation shall indemnify, to the fullest extent permitted by law, any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including any action, suit, or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation or any of its subsidiaries, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation or any of its subsidiaries, or served or serves at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article VIII shall not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these Articles of Incorporation, the Bylaws, agreement, statute, policy of insurance, or otherwise.

“E. Indemnification provided under this Article VIII shall continue to cover any director or officer after the person ceases to serve in that capacity and shall enure to the benefit of the person’s heirs, personal representatives, and administrators.

“F. The right to indemnification conferred by this Article VIII shall be considered a contract right between the corporation and the person entitled to indemnity under this Article VIII.

“G. In addition to any rights set forth above in this Article VIII, the corporation shall advance all reasonable expenses incurred by a director or officer who on behalf of the corporation is party to a proceeding, in advance of the proceeding to the fullest extent required or authorized under the law.”

3. The date each amendment was adopted is 8/18, 1999.

4. The amendments were approved by the shareholders. Eight hundred shares of the corporation are outstanding, 800 votes are entitled to be cast on the amendments, 800 votes were cast for the amendments, and no votes were cast against the amendments.

Keller Drop Box, Inc.

By: /s/ Gary A. Barton
Gary A. Barton, Vice President

**AMENDED AND RESTATED BYLAWS
OF
KELLER DROP BOX, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten

(10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his

successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the

disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if

present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision

he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as

shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in

writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section

3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010636964 - 3467827

**CERTIFICATE OF LIMITED PARTNERSHIP
OF**

KERRVILLE LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Kerrville Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Kerrville Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**KERRVILLE LANDFILL TX, LP**

This First Amendment to Limited Partnership Agreement of Kerrville Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Kerrville Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Kerrville Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	<u>100%</u>

**AGREEMENT OF LIMITED PARTNERSHIP OF
KERRVILLE LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 Formation. The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Kerrville Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 Purposes. The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 Term. The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 Filings. The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 **Indemnification.** The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the “Indemnified Parties”) from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys’ fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 **Books and Records.** The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 **Tax Matters.** The General Partner is hereby appointed on behalf of the Partnership as the “tax matters partner” under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 **General.** No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever (“Transfer”) all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner’s interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 **Assignee of Partner’s Interest.** If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner’s interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court-appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 "Capital Contribution" means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 "General Partner" means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. "General Partners" means all such Persons.

12.7 "Limited Partner" means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. "Limited Partners" means all such Persons.

12.8 "Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 "Partners" means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners.

12.10 "Partnership" means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 "Percentage Interest" means, with respect to each Partner, a Partner's interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners' Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

**FIRST AMENDMENT TO PARTNERSHIP AGREEMENT OF
KEY WASTE INDIANA PARTNERSHIP**

This First Amendment to Partnership Agreement of Key Waste Indiana Partnership (the "First Amendment") is entered into effective as of August 19, 1998, by and between Allied Waste North America, Inc., a Delaware corporation ("AWNA") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("AWLH")(collectively, the "Partners").

RECITALS

A. Key Waste Indiana Partnership (the "Partnership") was formed as an Indiana general partnership pursuant to that certain Partnership Agreement of Key Waste Indiana Partnership, dated as of December 31, 1997 (the "Agreement") between Allied Waste Industries of Plymouth, Inc., an Indiana corporation ("AWIP") and AWLH. Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an Agreement and Plan of Merger between AWIP and AWNA, among others, dated August 14, 1998, AWEP merged with and into AWNA, resulting in a transfer by operation of law of AWIP's interest in the Partnership to AWNA.

C. The Partners desire to acknowledge the merger and the admission of AWNA as a substituted partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of AWIP's interest in the Partnership to AWNA and (b) the admission of AWNA as a substituted partner.
 2. Acceptance. AWNA hereby acknowledges the assumption of all of AWIP's responsibilities and obligations with respect to the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, Vice President

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
D. W. Slager, President

EXHIBIT A

<u>Names and Addresses of Partners</u>	<u>Percentage Interest</u>
Allied Waste North America, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	<u>99%</u>
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTALS	<u>100%</u>

**PARTNERSHIP AGREEMENT
OF
KEY WASTE INDIANA PARTNERSHIP**

This Partnership Agreement is entered into as of December 31, 1997, between Allied Waste Industries of Plymouth, Inc., an Indiana corporation and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Key Waste Indiana Partnership. The name of the Partnership may be changed upon the consent of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until December 31, 2050, unless the Partnership is dissolved earlier as set forth in this Agreement, or is continued by the Partners.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and

1.704-2. If the Partnership incurs “nonrecourse deductions” or “partner nonrecourse deductions,” or if there is any change in the Partnership’s “minimum gain,” as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership’s business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership’s business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the “tax matters partner” pursuant to the Code, and the tax matters partner shall coordinate with the Partnership’s accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The expiration of the term of the Partnership as set forth herein, unless that term is extended by all Partners;
- (b) The unanimous election of the Partners to dissolve the Partnership; or
- (c) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and
- (b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code § 704(b) and Regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Majority in Interest of the Partners” means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

“Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3) contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding

unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste Industries of Plymouth, Inc.
an Indiana corporation

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: Executive Vice President

By: /s/ D. W. Slager
Its: President

EXHIBIT A

Names and Addresses of Partners

Allied Waste Industries of Plymouth, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
All right, title and interest in and to the operating assets and liabilities of its waste operations	99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$386,770 1%

ENDORSED
FILED
in the office of the Secretary of State
of the State of California
MAY 13 1987
MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION OF
OF
LA CANADA DISPOSAL, INC.

The undersigned Incorporator hereby executes, acknowledges, and files the following ARTICLES OF INCORPORATION for the purpose of forming a corporation under the General Corporation Law of the State of California.

One: The name of the Corporation shall be:

LA CANADA DISPOSAL, INC.

Two: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by California Corporations Code;

Three: The name and address in this State of the Corporation's initial agent for service of process in accordance with Subdivision (b) of Section 1502 of the General Corporation Law is:

Richard Goodwin
3712 Berwick Drive
La Canada, CA 91011

Four: The corporation is authorized to issue only one class of shares, and the total number of shares which the Corporation is authorized to issue is ONE HUNDRED (100).

IN WITNESS WHEREOF, the undersigned incorporator has executed the foregoing ARTICLES OF INCORPORATION on the [ILLEGIBLE] day of May, 1987.

/s/ Richard Goodwin
Richard Goodwin, Incorporator

The undersigned declares that he is the person who executed the foregoing ARTICLES OF INCORPORATION and that such instrument is the act and deed of the undersigned.

/s/ Richard Goodwin
Richard Goodwin

ENDORSED-FILED
in the office of the Secretary of State
of the State of California
Jun 08 2001
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
LA CAÑADA DISPOSAL, INC.

* * * * *

We, Michael Goodwin, the President and Cynthia Goodwin, the Secretary of La Cañada Disposal, Inc., a corporation duly organized and existing under the laws of the State of California, do hereby certify that:

1. They are the President and the Secretary, respectively, of La Cañada Disposal, Inc., a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended in its entirety to read as follows:

One: The name of the Corporation shall be:

La Cañada Disposal Company, Inc.

3. The foregoing amendment to the Articles of Incorporation has been approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly adopted by the required vote of the shareholders in accordance with Section 902, of the California Corporations Code. The total number of outstanding shares of the corporation is 45. All 45 shares voted in favor of the amendment, which exceeded the vote required to approve said amendment.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

Executed at [ILLEGIBLE] on 6/5, 2001.

/s/ Michael Goodwin
Michael Goodwin, President

/s/ Cynthia Goodwin
Cynthia Goodwin, Secretary



**AMENDED AND RESTATED BYLAWS
OF
LA CAÑADA DISPOSAL COMPANY, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual

Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of

proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or

committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to

time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and

if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation,

retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of

the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to

believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as

used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**PARTNERSHIP AGREEMENT
OF
LAKE COUNTY C & D DEVELOPMENT PARTNERSHIP**

This Partnership Agreement is entered into as of October 5, 2000, between Allied Waste North America, Inc., a Delaware corporation, and Allied Waste Landfill Holdings, Inc., a Delaware corporation, each individually referred to herein as a "Partner," and collectively as "Partners."

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 10.11 hereof.

1.2 Formation. The Partners hereby form the Partnership as a general partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 Name. The name of the Partnership is Lake County C & D Development Partnership, an Indiana general partnership. The name of the Partnership may be changed upon the Majority of Interest of the Partners. The Partnership may do business under any other name as determined by a Majority in Interest of the Partners.

1.4 Purpose. The purpose of the Partnership and the general character of its business are primarily to engage in and conduct the business of owning hauling operations, and to engage in any other activity permitted under Indiana law and the laws of any jurisdiction in which the Partnership may do business.

1.5 Office. The principal office of the Partnership shall be maintained at 15880 North Greenway Hayden Loop, Suite 100, Scottsdale, Arizona 85260, or at any other location as the Partners may from time to time designate.

1.6 Term. The term of the Partnership shall continue until the Partnership is dissolved as set forth in this Agreement.

SECTION 2. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

2.1 Percentage Interests. The name, address and Percentage Interest of each Partner are set forth on Exhibit A attached hereto.

2.2 Initial Capital Contributions. Upon the execution hereof, the Partners will contribute cash or assets to the Partnership as set forth opposite their names on Exhibit A.

2.3 Additional Capital Contributions. Following the capital contributions described in Section 2.2 hereof, no Partner shall be obligated to make additional capital contributions to the Partnership, except upon the written agreement of all Partners.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any capital contributions or any portion of such Partner's Capital Account without the written consent of the other Partner. Under circumstances requiring a return of capital, no Partner shall have the right to receive property other than cash, except as may be specifically provided herein.

(b) No Interest or Salary. No Partner shall receive any interest, salary or drawing with respect to such Partner's capital contributions or Capital Account or for services rendered for or on behalf of the Partnership, unless agreed upon in writing by all Partners.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require the Partners to solicit capital contributions from any Partner or to make any capital contributions to the Partnership.

(d) Withdrawal. No Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the written consent of the other Partner.

2.5 Partner Loans. Upon the approval of a Majority in Interest of the Partners, any Partner may make loans ("Partner Loans") to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by a Majority in Interest of the Partners. No Partner shall be required to make a Partner Loan unless such Partner has agreed in writing to make a Partner Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 9.2 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such time or times as may be determined by the agreement of a Majority in Interest of the Partners.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. After giving effect to the special allocations set forth in Section 4.2 hereof, all Profits and Losses for any fiscal year shall be allocated to the Partners in proportion to their Percentage Interests.

4.2 Regulatory and Curative Allocations. The allocations set forth in Section 4.1 hereof are intended to comply with the requirements of Regulations Sections 1.704-1(b) and 1.704-2. If the Partnership incurs "nonrecourse deductions" or "partner nonrecourse deductions," or if there is any change in the Partnership's "minimum gain," as defined in such Regulations, the allocation of Profits, Losses and items thereof to the Partners shall be modified in a reasonable manner deemed necessary or advisable by the Partners, upon appropriate legal or tax advice, to comply with such Regulations.

SECTION 5. MANAGEMENT

5.1 General. Except as may otherwise be set forth herein, all decisions relating to the conduct and management of the Partnership's business and affairs shall be made by a Majority in Interest of the Partners. The Partners shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company.

5.2 Right to Rely on Either Partner. Any Person dealing with the Partnership shall be entitled without further inquiry to rely on the signature of either Partner to bind the Partnership in any matter whatsoever affecting the Partnership.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership's business. Each Partner or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

6.2 Tax Matters. Necessary tax information shall be delivered to each Partner after the end of each fiscal year of the Partnership. The Partners shall select one of the Partners to act as the "tax matters partner" pursuant to the Code, and the tax matters partner shall coordinate with the Partnership's accountants the preparation of tax information and tax returns relating to the Partnership.

SECTION 7. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

No Partner shall transfer, sell, assign, encumber, pledge, hypothecate or otherwise dispose of all or any part of its interest in the Partnership without first obtaining the written consent of all other Partners. Any purported transfer, sale, assignment, encumbrance, pledge, hypothecation or other disposition of a Partnership interest in violation of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

SECTION 9. DISSOLUTION AND WINDING UP

9.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

- (a) The unanimous election of the Partners to dissolve the Partnership; or

(b) The dissolution of the Partnership within the meaning of the Act.

9.2 Winding Up. Upon a dissolution of the Partnership, the Partners shall take full account of the Partnership's liabilities and property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) To the payment and discharge of all of the Partnership's debts and liabilities and the establishment of any necessary reserves; and

(b) To the Partners in proportion to their Percentage Interests.

9.3 Rights of Partners. Except as otherwise provided in this Agreement, the Partners shall look solely to the assets of the Partnership for the return of their capital contributions and shall have no right or power to demand or receive property other than cash from the Partnership.

SECTION 10. MISCELLANEOUS

10.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Partner to whom the same is directed, or sent by regular, registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.5 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 10.1, or, if to a Partner, to such Partner at the address for such Partner set forth below the Partner's name on Exhibit A, or to such other address as the Partner may from time to time specify by notice to the Partnership in accordance with this Section 10.1. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

10.2 Binding Effect. Every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

10.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

10.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.6 Additional Documents. Each Partner, upon the request of the other Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out this Agreement.

10.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.8 Governing Law. The laws of the State of Indiana shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

10.9 Waiver of Action for Partition. Each Partner irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's property.

10.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if each Partner had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.11 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 10.11:

"Act" means the provisions of the Indiana Code applicable to partnerships, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Partnership Agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Capital Account" means, with respect to any Partner, a capital account maintained for such Partner in accordance with Code § 704(b) and Regulations promulgated thereunder.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Majority in Interest of the Partners" means Partners owning a simple majority of the Percentage Interests in the Partnership held by all Partners.

"Net Cash Flow" means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for (1) Partnership expenses, (2) debt payments, (3)

contingencies, or (4) authorized Partnership investments or loans, all as reasonably determined by the Partners.

“Partner” means any Person identified as a Partner on Exhibit A attached hereto and any other Person admitted as a Partner pursuant to Section 8 hereof or pursuant to an amendment adopted in accordance with Section 7 hereof. “Partners” means all such Persons.

“Partner Loans” has the meaning given that term in Section 2.5 hereof.

“Partnership” means the Partnership formed pursuant to this Agreement and any Partnership continuing the business of this Partnership in the event of dissolution as herein provided.

“Percentage Interest” means the Partners’ interests, expressed as a percentage, in certain Profits, Losses and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A attached hereto.

“Person” means any individual, partnership, corporation, trust, limited liability company or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), adjusted as deemed necessary by the Partners to comply with Code Section 704(b) and Regulations promulgated thereunder.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter covered hereby. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. All exhibits or schedules attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.
a Delaware corporation

By: /s/ Steven M. Heim
Its: Vice President, Legal

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ D. W. Slager
Its: President

EXHIBIT A

Names and Addresses of Partners

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$990.00

Percentage
Interest
99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$ 10.00

1%

C-0448288

FILED
9:33 AM
JAN 23 1998
EFFECTIVE _____
ELAINE F MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

**ARTICLES OF INCORPORATION
OF
LAKE NORMAN LANDFILL, INC.**

The undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation pursuant to the provisions Section 55-2-02 of the General Statutes of North Carolina, and to that end does hereby set forth the following:

ARTICLE I

The name of the corporation is Lake Norman Landfill, Inc..

ARTICLE II

The classes of shares and the aggregate number of shares of each class which the corporation shall have authority to issue are as follows:

Class	No. of Shares
Common	10,000

ARTICLE III

The street name and mailing address of the initial registered office of the corporation are 11724 Downs Road, P.O. Box 866, Mecklenburg County, Pineville, North Carolina, 28134. The name of the initial registered agent at such address is Christopher H. Barrett.

ARTICLE IV

The name and address of the incorporator are:

Nancy E. LeCroy
2500 Charlotte Plaza
Charlotte, NC 28244



ARTICLE V

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director of the Corporation shall be personally liable to the Corporation nor to any of its shareholders for monetary damages for breach of duty as a director. No amendment or repeal of this Article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal or adoption.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set her hand and seal, this 19th day of January, 1998.

/s/ Nancy E. LeCroy

Nancy E. LeCroy, as Incorporator

Drawn by, return to:

Parker, Poe, Adams & Bernstein L.L.P.

2500 Charlotte Plaza

Charlotte, NC 28244

Attn: Nancy E. LeCroy, Esq.

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
LAKE NORMAN LANDFILL, INC.
(North Carolina)**

Pursuant to the provisions of § 55-8-21 of the North Carolina Business Corporation Act, the undersigned persons, being all of the directors of LAKE NORMAN LANDFILL, INC., a North Carolina corporation (the "**Corporation**"), hereby sign this instrument, or a counterpart hereof, to evidence their consent to the resolutions set forth below with the same force and effect as if said resolutions were adopted by unanimous vote at a duly called meeting of the Board of Directors:

RESOLVED, that the Amended and Restated Bylaws attached hereto as Exhibit "A" be, and they hereby are, adopted as the Amended and Restated Bylaws of the Corporation; and

FURTHER RESOLVED, that the Secretary be, and she hereby is, authorized to execute the Certificate of Adoption set forth at the end of the Amended and Restated Bylaws and is hereby directed to file a copy thereof in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned members of the Board of the Directors and the Sole Shareholder of the Company have hereby signed their names to this Written Consent as of the 25th day of September, 2000.

DIRECTORS:

/s/ Donald W. Slager
Donald W. Slager

/s/ G. Thomas Rochford, Jr.
G. Thomas Rochford, Jr.

**AMENDED AND RESTATED BYLAWS
OF
LAKE NORMAN LANDFILL, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place,

date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which

place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a

quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation,

who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends,

and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to

limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

Form BCA-2.10

ARTICLES OF INCORPORATION

(Rev. Jan. 1991)
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-6961

FILED
 JAN 21 1992
 GEORGE H. RYAN
 SECRETARY OF STATE

SUBMIT IN DUPLICATE!

**This space for use by
 Secretary of State**

Date 1/21/92

Franchise Tax	\$ 25.00
Filing Fee	\$ 75.00
	100.00

Approved: /s/ [ILLEGIBLE]

PAID
 JAN 22 1992

1. CORPORATE NAME: LandComp Corporation /s/ [ILLEGIBLE]

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	Paul		DeGroot
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last name</i>
Initial Registered Office:	28 W 270 Flanders Lane		
	<i>Number</i>	<i>Street</i>	<i>Suite #</i>
	Winfield	60190	DuPage
	<i>City</i>	<i>Zip Code</i>	<i>County</i>

44

3. Purpose or purposes for which the corporation is organized:

(If not sufficient space to cover this point, add one or more sheets of this size.)

To engage in any lawful act or activity for which corporations may be organized under the Illinois Business Corporation Act.

21444231

21444232

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$NPV	100,000	10,000	\$10,000.00
TOTAL				\$10,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

5668-547-2

(over)

RECORDING DESK
 BOX 170

**AMENDED AND RESTATED BYLAWS
OF
LANDCOMP CORPORATION
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

1919679

INDORSED — FILED
In the office of the Secretary of State
of the State of California

DEC 30 1994

TONY MILLER, Acting Secretary of State

ARTICLES OF INCORPORATION
OF
LATHROP SUNRISE SANITATION CORPORATION

ARTICLE I

The name of the Corporation is Lathrop Sunrise Sanitation Corporation.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The name and address in the State of California of the Corporation's initial agent for service of process are:

Gregory J. Basso
1145 Charter Way
Stockton, California 95206

ARTICLE IV

The total number of shares which the Corporation is authorized to issue is one million (1,000,000), all of the same class, designated "Common Stock."

ARTICLE V

The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, to the fullest extent permissible under California law.

Any amendment, repeal or modification of any provision of this Article V shall not adversely affect any right or protection of an agent of the Corporation existing at the time of such amendment, repeal or modification.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on December 29, 1994.

/s/ Lynn Rooke

Lynn Rooke, Incorporator

**AMENDED AND RESTATED BYLAWS
OF
LATHROP SUNRISE SANITATION CORPORATION
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF FORMATION
LEE COUNTY LANDFILL SC, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Lee County Landfill SC, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 4th day of June, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Member

By: /s/ Steven M. Helm

Its: Vice President, Legal
Steven M. Helm

**OPERATING AGREEMENT OF LEE
COUNTY LANDFILL SC, LLC**

This Operating Agreement is entered into as of June 5, 1997 by and between Allied Waste North America, Inc., a Delaware corporation ("N.A.") and Allied Waste Landfill Holdings, Inc., a Delaware corporation ("Holdings"), each individually referred to herein as a "Member," and collectively as "Members."

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 9.12 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is LEE COUNTY LANDFILL SC, LLC. The name of the Company may be changed upon the consent of the Members.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Members. The Company may maintain a registered office in any state within which it does business at any location approved by the Members.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Members.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Members shall cause a Certificate of Formation to be filed in the State of Delaware. The Members shall file any amendments to the Certificate of Formation deemed necessary by them to reflect amendments to this Agreement adopted by the Members in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Members in accordance with this Agreement, any Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The name, address and Percentage Interest of each Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Members. The Members shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Member shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Company as set forth on Exhibit A.

2.3 Additional Capital Contributions. No Member shall be obligated to make additional Capital Contributions to the Company, except upon the unanimous written consent of the Members.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of the other Member. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) Liability of Members. No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by the Act or by any other applicable state law, the Members shall be liable only to make their Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require any Member to solicit or demand Capital Contributions from any other Member.

(d) Withdrawal. Except as provided in Section 7 hereof, no Member may voluntarily or involuntarily withdraw from the Company or terminate its interest therein without the prior written consent of the other Member. Any Member who withdraws from the Company in breach of this Section 2.4(d):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Company, on the same basis as if the Member had not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4(d) shall be in lieu of any right the withdrawn member may have under Section 18-604 of the Act to receive a distribution or payment of the fair value of its interest in the Company.

2.5 Member Loans. Upon the approval of the Members, any Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Members. No Member shall be required to make a Member Loan unless such Member has agreed to make such Member Loan.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Members in proportion to their Percentage Interests, at such times as may be determined by the Members.

SECTION 4. ALLOCATIONS

4.1 Capital Accounts. A capital account shall be maintained for each Member in accordance with the Regulations, under uniform policies established by the Members.

4.2 Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c) or Treasury Regulations promulgated thereunder, all Profits, Losses and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

SECTION 5. MANAGEMENT

5.1 General Management Structure. Unless specifically provided otherwise herein, all decisions and actions concerning the Company and its affairs, and all matters requiring the consent or approval of the Members under this Agreement, shall be made or taken upon concurrence of a Majority in Interest of the Members. The Members shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote their full time efforts to the Company. Any party dealing with the Company shall be permitted to rely absolutely on the signature of any Member as binding on the Company, without any duty of further inquiry regarding any approval of the Members required under this Agreement.

5.2 Delegation of Authority to Officers. The Members may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions duly adopted by the Members on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Members deem appropriate. The officers of the Company will be entitled to such compensation for their services as the Members may reasonably determine from time to time.

5.3 Communications. The Members shall promptly advise and inform each other of any transaction, notice, event or proposal directly relating to the management and operation of the Company or to its assets which does or could materially affect, either adversely or favorably, the Company, its business or its assets.

5.4 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Members and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents. Each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents.

6.2 Tax Matters. N.A. is hereby appointed on behalf of the Company as the "tax matters partner" under the Code.

SECTION 7. TRANSFER OF COMPANY INTERESTS; NEW MEMBERS

7.1 General. No Member shall sell, assign, pledge, hypothecate, encumber or

otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Company without the consent of the other Member. A transferee of a Member's interest in the Company will be admitted as a Substituted Member only pursuant to Section 7.3 hereof. Any purported Transfer which does not comply with the provisions of this Section 7 shall be void and shall not cause or constitute a dissolution of the Company.

7.2 Assignee of Member's Interest. If, pursuant to a Transfer of an interest in the Company by operation of law and without violation of Section 7.1 hereof (or pursuant to a Transfer that the Company is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 7.3 hereof, such Person:

- (a) shall be treated as an assignee of a Member's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and
- (c) shall share in distributions and allocations from the Company with respect to the transferred interest, on the same basis as the transferring Member.

7.3 Substituted Members. No Person taking or acquiring, by whatever means, the interest of any Member in the Company shall be admitted as a substituted Member in the Company (a "Substituted Member") without the written consent of all Members, which consent may be withheld or granted in the sole and absolute discretion of each Member.

SECTION 8. DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
 - (b) The unanimous election by the Members to dissolve the Company;
 - (c) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any member (a "Dissolution Event") if within 90 days after the occurrence of any such Dissolution Event, a Majority in Interest of the remaining Members affirmatively elects not to continue the Company; or
 - (d) The entry of a decree of dissolution under Section 18-802 of the Act.
-

8.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 8.1 hereof, the remaining Member(s) may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the remaining Member(s), or court-appointed trustee, if there are no remaining Members, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to Members who are creditors, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Members in satisfaction of any Member Loans which have not been satisfied pursuant to Section 8.2(b)(i); and

(iii) To the Members in accordance with Section 3.

Notwithstanding anything in Section 4 hereof to the contrary, any Profits, Losses and items thereof of the Company for the taxable year in which the liquidation of the Company occurs shall be allocated among the Members so as to adjust the Capital Accounts of the Members as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 8.

8.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, a certificate of cancellation shall be executed and filed by the Members with the Delaware Secretary of State.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any notice, payment, demand or communication required or permitted

to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Company, to the Company at the address set forth in Section 1.6 hereof, or to such other address as the Company may from time to time specify by notice to the Members in accordance with this Section 9.1, or, if to a Member, to such Member at the address for such Member set forth on Exhibit A to this Agreement, or to such other address as the Member may from time to time specify by notice to the Company and the other Members in accordance with this Section 9.1. Any such notice shall be effective upon actual receipt thereof.

9.2 **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 9.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 7 hereof.

9.3 **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

9.4 **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.5 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.6 **Additional Documents.** Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

9.7 **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

9.8 **Delaware Law.** The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Members.

9.9 **Waiver of Action for Partition.** Each of the Members waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

9.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any Member may take and all determinations which any Member may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Member.

9.12 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Account” means the capital account maintained for each Member in accordance with Section 4.1 hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Majority in Interest of the Members” means Members owning a simple majority of the Percentage Interests in the Company held by all Members.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Members” refers collectively to all

Persons who are designated as a "Member" pursuant to this definition.

"Net Cash Flow" means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as reasonably determined by the Members.

"Percentage Interest" means a Member's interest, expressed as a percentage, in Profits, Losses, and distributions of the Company as provided for in this Agreement. The Members' Percentage Interests are set forth opposite their names on Exhibit A hereto.

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Members to comply with the Regulations.

"Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Substituted Member" has the meaning given that term in Section 7.3 hereof.

"Transfer" has the meaning given that term in Section 7.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: VP Legal

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

By: /s/ Steven M. Helm
Its: Secretary

EXHIBIT A

Names and Addresses of Members

Allied Waste North America, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial Capital
Contribution
\$ _____

Percentage
Interest
99%

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

\$ _____

1%

Form **BCA-2.10**
(Rev. Jan. 1995)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order payable to "Secretary of State."

ARTICLES OF INCORPORATION

This space for use by Secretary of State

FILED

JAN 26 1996

GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE!

**This space for use by
Secretary of State**

Date 1-26-96

Franchise Tax	\$	25
Filing Fee	\$	75
	\$	100

Approved: /s/ [ILLEGIBLE]

1. CORPORATE NAME: LEE COUNTY LANDFILL, INC.

(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

2. Initial Registered Agent: C T CORPORATION SYSTEM

<i>First Name:</i>	<i>Middle Initial</i>	<i>Last Name</i>
--------------------	-----------------------	------------------

Initial Registered Office: c/o C T CORPORATION SYSTEM, 208 S. La Salle Street

<i>Number</i>	<i>Street</i>	<i>Suite #</i>
---------------	---------------	----------------

Chicago,	IL 60604	Cook
----------	----------	------

<i>City</i>	<i>Zip Code</i>	<i>County</i>
-------------	-----------------	---------------

3. Purpose or purposes for which the corporation is organized:

(If not sufficient space to cover this point, add one or more sheets of this size.)

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized to do business under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ 0.01	1,000	1,000	\$ 10.00
TOTAL				\$ 10.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

96149483

(ILL. - 548 - 12/27/94)
C T System

(over)

EXPEDITED
JAN 26 1996
SECRETARY OF STATE

**BYLAWS OF
LEE COUNTY LANDFILL, INC.**

ARTICLE 1

Offices

Section 1.1 The principal office of the Corporation shall be, until changed by the Board of Directors, at 1229 North Bataan Road, Dixon, Illinois 61021. The Corporation may also have offices and branch offices at such other places within and without the State of Illinois as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

Shareholders Meetings

Section 2.1 Place. Except as hereinafter provided, any annual or special meeting of the shareholders shall be held at such place within or without the State of Illinois as may be selected by the Board of Directors. If the Board of Directors fails to designate a place for the meeting to be held, then the same shall be held at the principal business office of the Corporation. Special meetings called for the purpose of removing directors shall be held at the registered office or principal business office of the Corporation in the State of Illinois or in the city or county in the State of Illinois in which the principal business office of the Corporation is located.

Section 2.2 Date of Annual Meeting. The annual meeting of the shareholders shall be held on the 30th day in the month of December in each year at such time as may be specified in the notice of meeting. If the day fixed for the annual meeting shall be a holiday, such annual meeting shall be held on the next business day.

Section 2.3 Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors.

Section 2.4 Notice of Shareholders' Meetings, Annual or Special. Written or printed notice of each meeting of shareholders shall be delivered or given either personally or by mail to each shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice shall specify the place, day and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called. Any notice of a shareholders' meeting given by mail shall be deemed delivered when deposited in the United States mail with postage thereon prepaid and addressed

to the shareholder at his address as it appears on the records of the Corporation.

Section 2.5 Persons Authorized to Give Notice. Notice of an annual meeting of the shareholders of the Corporation shall be given or delivered by or at the direction of the President, the Secretary, or the Board of Directors.

Section 2.6 Written Waiver of Notice. Any notice required by these Bylaws may be waived by any person entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice.

Section 2.7 Waiver of Attendance. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 Quorum. A majority of the outstanding shares of stock entitled to vote at any meeting, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or by law. If the holders of the number of shares necessary to constitute a quorum shall fail to attend in person or by proxy, a majority in interest of the shareholders present in person or by proxy shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. No notice need be given of such adjournment to shareholders not present at the meeting.

Section 2.9 Persons Authorized to Convene Meetings. Every meeting shall be convened by the President, the Secretary or some other officer or other person designated by the Board of Directors.

Section 2.10 Shareholder Action Without Meeting. Any action required by law, the Articles of Incorporation, or these Bylaws to be taken at a meeting of shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE 3

Voting Procedure

Section 3.1 List of Voters. The officer having charge of the transfer book for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting at least ten (10) days before such meeting. Said list shall be arranged in alphabetical order with the address of and the number of shares held by each shareholder. Said list, for a period of ten (10) days prior to the meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Said list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at any meeting.

Section 3.2 Inspectors. At any meeting called for the election of directors, if the presiding officer of the Corporation or a majority in number of shares present at such meeting desire, the President or other person presiding at the meeting shall appoint not less than two (2) persons, who are not directors, as inspectors to receive and canvass the votes given at such meeting and certify the result to him. Any inspector, before he shall enter on the duties of his office, shall take and subscribe the following oath before any officer authorized by law to administer oaths: "I do solemnly swear, that I will execute the duties of an inspector of the election now to be held with strict impartiality, and according to the best of my ability."

Section 3.3 Record Date/Close of Transfer Books. The Board of Directors shall have the power to close the stock transfer books of the Corporation for a period not exceeding seventy (70) days preceding the date of any meeting of shareholders or, in lieu thereof, to fix in advance a date not exceeding seventy (70) days preceding the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting. If the Board of Directors shall not have closed the transfer books or fixed a record date for the determination of shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business of the 20th day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting; except that if, prior to the meeting, written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders who are shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

ARTICLE 4

Votes

Section 4.1 Eligible Votes. Unless otherwise provided in the Articles of Incorporation, each outstanding share entitled to vote under the provisions of the Articles of Incorporation shall be entitled to one vote (or a fractional vote for each fractional share) on each matter submitted to a vote at a meeting of shareholders. No cumulative voting shall be permitted with respect to the election of directors or any other matter.

Section 4.2 Proxies. A shareholder may vote, with respect to any matter, including but not limited to the election of directors, which may come before a meeting of shareholders, either in person, subject to such conditions and restrictions as may be imposed by applicable law, by proxy executed in writing by the shareholder or his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power of attorney. The interest with which it is coupled need not be an interest in the shares themselves. In any case in which application law requires, as a condition to the validity of a proxy, that it is revocable, a proxy which does not provide that it is revocable shall be wholly invalid, and not valid but revocable.

Section 4.3 Corporate Shareholders. Shares of stock of the Corporation standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the Board of Directors of such corporation may determine.

Section 4.4 Deceased Shareholders. Shares of stock standing in the name of a deceased person may be voted by his personal representative, either in person or by proxy.

Section 4.5 Conservators and Trustees. Shares standing in the name of a conservator or trustee (other than a trustee in bankruptcy) may be voted by such fiduciary, either in person or by proxy, but no conservator or trustee (other than a trustee in bankruptcy) shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Section 4.6 Receivers and Trustees in Bankruptcy. Shares standing in the name of a receiver or trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or trustee in bankruptcy may be

voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do is conferred by applicable law or is contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

Section 4.7 Pledges. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

ARTICLE 5

Board of Directors

Section 5.1 Management and Number. The property, business and affairs of the Corporation shall be controlled and managed by a Board of Directors consisting of three members, none of whom need be shareholders or residents of any particular state. Unless fixed by the Articles of Incorporation, the number of directors may at any time be increased or decreased by amendment of these Bylaws. Any changes in the number of directors effected by an amendment to these Bylaws shall be reported to the Secretary of State within thirty (30) calendar days following such change.

Section 5.2 Election and Vacancies. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified or until his death, resignation or removal. Vacancies on the Board of Directors and newly created directorships resulting from any increase in the number of directors to constitute the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, until the next election of directors by the shareholders at an annual meeting or at a special meeting called for such purpose.

Section 5.3 Quorum. A majority of the full Board of Directors shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws. In the absence of a quorum at any meeting of the Board, such meeting may be adjourned any number of times, without further notice, by a majority of the directors present.

Section 5.4 Place/Manner of Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders, except that in the event of adjournment of said annual meeting of the Board of Directors the

meeting may be reconvened at any place within or without the State of Illinois, as may be designated by the directors adjourning said meeting. All regular and special meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within or without the State of Illinois as may be designated by the Board of Directors or the officer calling the meeting. Notwithstanding the foregoing, members of the Board of Directors may participate in any regular or special meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in any such meeting by such means shall constitute presence and attendance at such meeting for all purposes.

Section 5.5 Time of Meeting. The annual meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of the shareholders, except that if a quorum cannot then be assembled, said meeting shall be adjourned until such time as a quorum may be assembled, but in no event later than thirty (30) days after the annual meeting of shareholders. Regular meetings of the Board of Directors shall be held as frequently and at such times as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board (if one be elected), the President, or a majority of the Board of Directors.

Section 5.6 Notice. Regular meetings of the Board of Directors may be held without notice. Notice of each special meeting of the Board of Directors shall be given to each director, by mail, telegram or facsimile transmission addressed to him at his usual business address at least five (5) days prior to the meeting in case of notice by mail at least forty-eight (48) hours prior to the meeting in case of notice by telegram or facsimile transmission, or by communicating notice to a director directly (and not through a secretary, family member or other person), either orally or in writing at a face-to-face meeting or by telephone, at least twenty-four (24) hours prior to the meeting. A notice given by mail, telegram or facsimile transmission shall be deemed given to any director when directed to such director at his address or (in the case of notice by facsimile transmission) facsimile transmission number as it appears in the records of the Corporation and when deposited in the United States Mail, postage prepaid, when delivered to an appropriate telegraph office, charges prepaid, or when the sender's facsimile transmission equipment indicates that transmission has been completed, as the case may be. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Waiver. Attendance of a director at any meeting shall constitute a waiver of notice except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting was not lawfully called or convened. Notice may also be waived by a director by signing a waiver of notice before or after the time of said meeting. Any waiver of notice by either of the means specified in this Section 5.7 shall be deemed equivalent to the giving of said notice.

Section 5.8 Action by Directors Without Meeting. Any action which is required to be or may be taken at a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meeting of the Board of Directors.

Section 5.9 Compensation. The compensation of the directors may be set from time to time by resolution of the Board of Directors, and a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 5.10 Removal. At a meeting of shareholders called expressly for that purpose, directors may be removed in the following manner. Such meeting shall be held at the registered office or principal business office of the Corporation in the State of Illinois or in the city or county in the State of Illinois in which the principal business office of the Corporation is located. One or more directors or the entire Board of Directors may be removed with or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if less than the entire Board is to be removed and if the Articles of Incorporation or these Bylaws provide for cumulative voting in the election of directors, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him in then cumulatively voted at an election of the entire Board of Directors.

ARTICLE 6

Committees

Section 6.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution and in any subsequent resolution delegating additional authority or revoking any previous delegation of authority, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation. The designation of such an Executive Committee and the delegation thereto of authority by the Board of Directors shall not operate to relieve the Board of Directors, or any member

thereof, of any responsibility imposed upon it or him by these Bylaws, the Articles of Incorporation, or by law.

Section 6.2 Other Committees. The Board of Directors may designate one or more directors to constitute such other committees not having or exercising the authority of the Board of Directors in the management of the Corporation, but to deal with, address and study specific subjects or issues and to make reports and recommendations to the Board of Directors with respect thereto, all as specified by the Board.

Section 6.3 Committee Procedure. The majority of all the members of the Executive Committee or any other committee may fix its rules of procedure, determine its action and fix the time and place (whether within or without the State of Illinois) of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall provide otherwise by resolution. Members of the Executive Committee or any other committee may participate in a meeting of such committee by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other. Actions taken at a meeting of the Executive Committee or any other committee shall be reported to the Board at its next meeting. The Board of Directors, by resolution adopted by a majority of the whole Board, shall have the power to fill vacancies, to appoint one or more directors to serve as alternate members of the Executive Committee or other committees, and, at any time, to abolish the Executive Committee or any other committee or remove any directors therefrom, either with or without cause.

Section 6.4 Action by Unanimous Consent. Any action which is required to be or may be taken at a meeting of the Executive Committee or any other committee of the Board of Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the directors who are members of said committee. Each such written consent shall be filed with the minutes of the proceedings of the committee. Such a consent shall have the same effect as a unanimous vote of the members of the committee taken at a meeting thereof.

ARTICLE 7

Officers

Section 7.1 Required and Permitted Officers. The Officers of the Corporation shall be a President, a Secretary and such other officers, including a Chairman of the Board, one or more Vice Presidents, a Treasurer, Assistant Secretary, Assistant Treasurer, and other assistant officers as the Board of Directors may from time to time elect. If more than one Vice President be elected, the Board may determine the seniority of each of said Vice

Presidents. Any two or more offices may be held by the same individual.

Section 7.2 Election and Term. The President and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors. The Board of Directors may elect other officers at any meeting of the Board. Any such other officers shall hold office at the pleasure of the Board of Directors.

Section 7.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be severed by such removal, but such removal shall be without prejudice to the rights of the person so removed under any contract between such person and the corporation, except to the extent provided in any such contract.

Section 7.4 Vacancies. In case any office shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 7.5 Compensation of Officers. The Board of Directors, or such officer as it may designate, may fix the compensation for the officers of the Corporation and may fix the compensation for such other officers and agents as may from time to time be appointed.

Section 7.6 Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE 8

Duties of Officers

Section 8.1 Chairman of the Board. If a Chairman of the Board be elected, he shall preside at all meetings of the Board of Directors at which he may be present. The Board of Directors may delegate such other authority and assign such additional duties to the Chairman of the Board, other than those conferred by law exclusively upon the President, as it may from time to time determine. The Board also may designate the Chairman of the Board as the chief executive officer of the Corporation, with all of the powers otherwise conferred upon the President of the Corporation.

The Board also may provide that the Chairman of the Board shall have the powers of the chief executive officer coextensively with the President, or it may, from time to time, divide the powers, responsibilities, duties and authority of the chief executive officer between the Chairman of the Board and the President.

Section 8.2 The President. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the chief executive officer of a corporation.

He shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at meetings of the Board of Directors.

He, along with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificates for shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, he may make such contracts and execute such certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation's business may require.

Unless the Board otherwise provides, the President or any person designated in writing by him may (i) attend meetings of shareholders of other corporations to represent the Corporation there at and to vote or take action with respect to other shares of any such corporation owned by this Corporation in such manner as he or his designee may determine; and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

He shall, unless the Board provides otherwise, be, ex-officio, a member of the Executive Committee and all other committees of the Board of Directors.

If a Chairman of the Board be elected or appointed and designated as the chief executive officer of the Corporation, the President shall perform such duties as may be specifically delegated to him by the Board of Directors as are conferred by law exclusively upon him. In the absence, disability or inability to act of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8.3 Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to him and shall exercise such powers as may be granted to him by the Board of Directors or by the President of the Corporation. In the absence of the President, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 8.4 The Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders, the Board of Directors, the Executive Committee (if any) and any other committee or committees of the Board in one of the books provided for that purpose.

He shall be custodian of the corporate records and of the seal of the Corporation. He shall see that the seal of the Corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws and applicable law.

He shall sign with the President or a Vice President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. He shall have general charge of the stock transfer book of the Corporation.

He shall keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and that the voting list is prepared for shareholders' meetings.

In general, he shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.5 The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation. He shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

He shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

He shall render to the chief executive officer of the Corporation and the directors whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction and of the financial condition of the Corporation.

In general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the Board of Directors.

Section 8.6 Assistant Officers. Each assistant officer that may be selected pursuant to these Bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE 9

Contracts, Checks, Loans and Deposits

Section 9.1 All contracts and agreements authorized by the Board of Directors and all checks, drafts, bills of exchange or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents, as may from time to time be permitted by these Bylaws, or as may be designated in writing by the Board of Directors, the President or such officer or officers as the Board of Directors may appoint. The designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

ARTICLE 10

Issuance and Transfer of Stock

Section 10.1 Board Authorization. The issuance of shares of the capital stock of the Corporation shall be authorized by the Board of Directors in accordance with the Articles of Incorporation and the Illinois Business Corporation Act.

Section 10.2 Certificates. Certificates of stock of the Corporation shall be numbered and registered as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an

Assistant Treasurer and shall bear the corporate seal, which may be facsimile, engraved or printed. If any such certificate is countersigned by a transfer agent or registrar other than the Corporation or an employee of the Corporation, any other signature thereon may be facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 10.3 Transfers. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney-in-fact, lawfully constituted in writing, upon surrender of such certificate duly and properly endorsed.

Section 10.4 Lost Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors. If the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the Corporation to issue a new certificate, or the Board may condition the issuance of a new certificate upon the filing of a bond, in an amount and with a surety acceptable to the Board of Directors, to indemnify the Corporation and save it harmless from any loss, expense, damage or liability occasioned by the issuance of such new certificate. Upon receipt of the Board's direction, or the filing of any required bond, the proper officers of the Corporation shall issue a new certificate for the same number of shares to the owner of the certificate so lost or destroyed.

Section 10.5 Transfer Books. Proper books shall be kept under the direction of the Secretary showing the ownership and transfer of all certificates of stock. These books shall constitute the test of the qualifications of voters at any shareholders' meeting.

ARTICLE 11

Fiscal Year

Section 11.1 The fiscal year of the Corporation shall be as established by the Board of Directors.

ARTICLE 12

Dividends

Section 12.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, or its own shares subject to the limitations and conditions imposed by applicable law and subject also to any restrictions contained in the Articles of Incorporation.

ARTICLE 13

Seal

Section 13.1 The seal of the Corporation shall be in circular form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Illinois." The Board of Directors may, by resolution, change the form of the corporate seal from time to time.

ARTICLE 14

Inspection of Books and Records

Section 14.1 Upon thirty (30) days' written notice to the Secretary of the Corporation, a shareholder, acting in good faith and for a proper purpose, may inspect such books and records of the Corporation as shall be specifically identified in the notice, provided that the Corporation shall be required by law to produce the same. The requirement of thirty (30) days' written notice may be reduced to a lesser number of days by the Board of Directors where the shareholder demonstrates a proper need for more immediate inspection of such books and records. The notice requesting inspection shall specify the purpose for which the examination is desired, the probable duration of the examination, and the names of those individuals who desire to be present during the examination. The inspection shall be performed during the Corporation's usual and customary hours of business and in such manner as will not unduly interfere with the regular conduct of the business of the Corporation. The inspection may be supervised by an officer or agent of the Corporation and the inspection shall be conducted at either the Corporation's registered office, the Corporation's principal place of business, or at the office of the Corporation's counsel, as shall be determined by the President. Upon a proper showing of need, a shareholder may utilize the assistance of attorneys, accountants or other experts in connection with the inspection, provided that, if required by the Board of Directors, the shareholder and the experts shall agree to furnish to the

Corporation, as promptly as completed or made, a true and correct copy of any and every report or other written memorandum with respect to such inspection made by such experts. No shareholder shall use or permit to be used or acquiesce in the use by others of any information so obtained to the detriment of the Corporation, nor shall furnish or permit to be furnished any information so obtained to any competitor or prospective competitor of the Corporation. The Corporation, as a condition precedent to any shareholder's inspection of the records of the Corporation, may require the shareholder to indemnify the Corporation against any loss or damage which may be suffered by it arising out of or resulting from any unauthorized disclosure made or permitted to be made by such shareholder, his employee or agent of information obtained in the course of inspection.

ARTICLE 15

Amendments

Section 15.1 These Bylaws may be made, altered, amended, or replaced in the manner specified in the Articles of Incorporation.

ARTICLE 16

Miscellaneous

Section 16.1 Interpretation. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

Section 16.2 Inoperative Portion. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 16.3 Table of Contents — Headings. The table of contents and headings are for organization, convenience and clarity and in no way define, limit or describe the scope of these Bylaws nor the intent of any provision thereof.

ADOPTION OF BYLAWS BY
UNANIMOUS WRITTEN CONSENT

The undersigned, being the Sole Shareholder of Allied Waste Industries of Illinois, Inc., an Illinois corporation (the "Corporation"), does hereby adopt the foregoing Bylaws as the initial Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 29th day of January, 1996.

SOLE SHAREHOLDER:

Allied Waste Industries of Illinois, Inc.

By /s/ Thomas K. Kehoe
Thomas K. Kehoe, Its Secretary

- 16 -

**CERTIFICATE OF FORMATION
LEMONS LANDFILL, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned States as follows:

1. Name. The name of the limited liability company (the "Company") formed by this instrument is "Lemons Landfill, LLC".

2. Registered Office; Registered Agent. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The Company's registered agent at that address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 21st day of November, 1997.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Steven M. Helm
Steven M. Helm, Vice President/Legal

**OPERATING AGREEMENT OF
LEMONS LANDFILL, LLC**

This Operating Agreement is executed as of November 21, 1997, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Lemons Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 8 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Allied Waste North America, Inc.,
a Delaware corporation

By: /s/ Henry L. Hirvela
Its: Vice President

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260

Initial
Capital
Contribution
\$100.00

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LEWISVILLE LANDFILL TX, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

I. The name of the limited partnership is "Lewisville Landfill TX, LP".

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of the general partner are as follows:

Allied Waste Landfill Holdings, Inc.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Lewisville Landfill TX, LP as of December 12, 2001.

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation,
its General Partner

By: /s/ Jo Lynn White

Name: Jo Lynn White

Title: Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/12/2001
010636932 — 3467819

**AGREEMENT OF LIMITED PARTNERSHIP OF
LEWISVILLE LANDFILL TX, LP**

This Agreement of Limited Partnership is entered into as of December 12, 2001, by and between ALLIED WASTE LANDFILL HOLDINGS, INC., a Delaware corporation, as the General Partner, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., a Delaware corporation, as the Limited Partner, on the following terms and conditions:

SECTION 1. DEFINITIONS; THE PARTNERSHIP

1.1 **Definitions.** Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 12 hereof.

1.2 **Formation.** The Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.3 **Name.** The name of the Partnership is Lewisville Landfill TX, LP. The General Partner may change the name of the Partnership upon written notice to the Limited Partners.

1.4 **Purposes.** The purpose of the Partnership is primarily to engage in and conduct the business of owning and operating landfills, and to engage in any other activity permitted under Delaware law and the laws of any jurisdiction in which the Partnership may do business.

1.5 **Office.** The registered office of the Partnership within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware by the General Partner, upon written notice to the Limited Partner. The Partnership may maintain a registered office in any state within which it does business at any location approved by the General Partner.

1.6 **Registered Agent for Service of Process.** The name and address of the registered agent for service of legal process on the Partnership in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The agent for service of legal process may be changed by the General Partner upon written notice to the Limited Partners.

1.7 **Term.** The term of the Partnership shall commence on the date the General Partner files a Certificate of Limited Partnership in Delaware, and shall continue in perpetuity until the Partnership is dissolved as set forth in this Agreement or pursuant to the Act.

1.8 **Filings.** The General Partner shall promptly file a Certificate of Limited Partnership with the Delaware Secretary of State in accordance with the provisions of the Act. The Partners shall take any and all other actions, and shall execute and file such amendments to this Agreement or to the certificate of limited partnership as are reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the laws of the State of Delaware.

SECTION 2. PARTNERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Partners. The name, address and Percentage Interest of each Partner are set forth on Exhibit A to this Agreement.

2.2 Contributions of Partners. The Partners shall contribute to the Partnership the cash or other assets set forth in Exhibit A to this Agreement. In conjunction with such contributions, each Partner shall receive a credit to its Capital Account equal to its Capital Contribution and a Percentage Interest in the Partnership as set forth on Exhibit A. No Partner shall be obligated to make additional Capital Contributions to the Partnership, except upon the unanimous written consent of the Partners.

2.3 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Partner shall withdraw any Capital Contributions or any money or other property from the Partnership without the written consent of the other Partners. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Partners at the time of such distribution.

(b) Liability of Partners. No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. Except as agreed upon by the Partners, and except as otherwise provided by the Act or by any other applicable state law, no Partner shall be required to make any other Capital Contributions or to loan any funds to the Partnership. No Partner shall have any personal liability for the repayment of its Capital Contributions or loans of any other Partner.

(c) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Partnership, and no creditor of the Partnership will be entitled to require any Partner to solicit or demand Capital Contributions from any other Partner.

(d) Withdrawal. Except as provided in Section 8 hereof, no Partner may voluntarily or involuntarily withdraw from the Partnership or terminate its interest therein without the prior written consent of the other Partners. Any Partner who withdraws from the Partnership in breach of this Section 2.3(d):

(i) shall be treated as an assignee of a Partner's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(iii) shall continue to share in distributions and allocations from the Partnership, on the same basis as if the Partner had not withdrawn, provided that any damages to the Partnership as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Partner.

2.4 Partner Loans. Upon the approval of the General Partner, any Partner may make loans to the Partnership, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the General Partner. No Partner shall be required to make a loan to the Partnership unless such Partner has agreed to make such loan.

SECTION 3. DISTRIBUTIONS; ALLOCATIONS

3.1 Net Cash Flow. Except as otherwise provided in Section 10 hereof, Net Cash Flow, if any, shall be distributed to the Partners in proportion to their Percentage Interests at such times as may be determined by the General Partner.

3.2 Allocations of Profits and Losses. Unless otherwise required by Code Sections 704(b), 704(c), or Treasury Regulations promulgated thereunder, all Profits, Losses, and items thereof for each fiscal year of the Partnership shall be allocated to the Partners in proportion to their Percentage Interests.

3.3 Capital Accounts. A Capital Account shall be maintained for each Partner in accordance with the Regulations under uniform policies approved by the General Partner, upon the advice of the Partnership's tax accountants or attorneys.

SECTION 4. LOANS

Any Partner may loan funds to the Partnership on such terms and conditions as are agreed upon by the lending Partner and the General Partner. No Partner shall receive any credit to its Capital Account for any loans made by it or any of its affiliates to the Partnership.

SECTION 5. MANAGEMENT

5.1 Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the affairs of the Partnership and shall have all of the rights and powers that may be possessed by general partners under the Act. If two or more Persons are serving as General Partners, decisions regarding the management of the Partnership and its business and affairs shall be made by the consent of a majority in number of the General Partners then serving. The rights and powers that the General Partner may exercise include, but are not limited to, the following:

- (a) invest and reinvest Partnership funds for the purposes set forth in Section 1.4, in any manner deemed advisable by the General Partner;
- (b) hold, manage, maintain, improve, repair, alter, mortgage, finance, pledge, encumber and otherwise deal with Partnership property;
- (c) execute any and all agreements, contracts, documents, certificates and instruments necessary or convenient in connection with the Partnership's business;
- (d) make loans, sell, exchange, assign, transfer or otherwise dispose of any Partnership property;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on any Partnership property;

(f) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Partnership's property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership's property;

(g) make any and all elections for federal, state and local tax purposes;

(h) take, or refrain from taking, all actions not expressly proscribed or limited by this Agreement as may be necessary or appropriate to accomplish the purposes of the Partnership; and

(i) engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified.

5.2 Right to Rely on General Partner. Any Person dealing with the Partnership may rely upon a certificate signed by the General Partner as to:

(a) the identity of the General Partners or Limited Partners;

(b) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the General Partner or that are in any other manner germane to the affairs of the Partnership;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3 Delegation of Authority. The General Partner may designate one or more Persons as officers of the Partnership. The officers shall have the authority to act for and bind the Partnership to the extent of the authority granted to them by the General Partner on behalf of the Partnership. The officers of the Partnership may include a president, vice presidents, a secretary, a treasurer, and such other officers as the General Partner deems appropriate. The officers of the Partnership will be entitled to such compensation for their services as the General Partner may reasonably determine from time to time.

5.4 Communications. The General Partner shall promptly advise and inform each of the Partners of any transaction, notice, event or proposal directly relating to the management and operation of the Partnership or to its assets that does or could materially affect, either adversely or favorably, the Partnership, its business or its assets.

5.5 Indemnification. The Partnership, its receiver or its trustee shall defend, indemnify and save harmless the Partners and their officers and directors (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Partnership shall maintain and preserve at its office all accounts, books and other relevant Partnership documents. Each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents.

6.2 Tax Matters. The General Partner is hereby appointed on behalf of the Partnership as the "tax matters partner" under the Code.

SECTION 7. AMENDMENTS

Except as provided in the next sentence, this Agreement may be amended only by a written instrument signed by all of the Partners. This Agreement may be amended by the General Partner, without the consent of any other Partner, to effect changes of a ministerial nature that do not materially adversely affect the rights of the Partners, including, but not limited to, amendments to Exhibit A to reflect the admission of additional or Substituted Partners to the Partnership.

SECTION 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1 General. No Partner shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer") all or any portion of its interest in the Partnership without the prior written consent of the General Partner and Limited Partners holding a simple majority of the Percentage Interests held by all of the non-Transferring Limited Partners. A transferee of a Partner's interest in the Partnership will be admitted as a Substituted Limited Partner only pursuant to Section 8.3 hereof. Any purported Transfer that does not comply with the provisions of this Section 8 shall be void and shall not cause or constitute a dissolution of the Partnership.

8.2 Assignee of Partner's Interest. If, pursuant to a Transfer of an interest in the Partnership by operation of law and without violation of Section 8 hereof (or pursuant to a Transfer that the Partnership is required to recognize notwithstanding any contrary provisions of this Agreement), a Person acquires an interest in the Partnership, but is not admitted as a Substituted Limited Partner pursuant to Section 8.3 hereof, such Person:

- (a) shall be treated as an assignee of a Partner's interest, as provided in the Act;
- (b) shall have no right to participate in the business and affairs of the Partnership or to exercise any rights of a Partner under this Agreement or the Act; and

(c) shall share in distributions and allocations from the Partnership with respect to the transferred interest, on the same basis as the transferring Partner.

8.3 Substituted Limited Partners. No Person taking or acquiring, by whatever means, the interest of any Partner in the Partnership shall be admitted as a Substituted Limited Partner in the Partnership (a "Substituted Limited Partner") without the written consent of the General Partner, which consent may be withheld or granted in the sole and absolute discretion of the General Partner.

SECTION 9. GENERAL PARTNERS

9.1 Cessation. A Person shall cease to be a General Partner upon the transfer of its entire interest in the Partnership or upon any event of withdrawal set forth in the Act. Upon the occurrence of any such event of withdrawal, such Person or its transferee shall have the right to receive distributions and allocations with respect to its Partnership interest, shall be treated as the transferee of a Limited Partner, and shall have the right to become a Substituted Limited Partner upon the unanimous written consent of the Limited Partners.

9.2 Right of Remaining General Partners to Continue Partnership. If any Person ceases to be a General Partner pursuant to Section 9.1 hereof, the remaining General Partners, if any, shall have the right and the power to continue the Partnership and its business without dissolution.

9.3 Election of New General Partner. In the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof, and as a consequence thereof the Partnership has no General Partner, any Limited Partner may nominate one or more Persons for election as General Partner, which Person or Persons shall have the right and the power to continue the Partnership and its business without dissolution. The election of a new General Partner shall require the unanimous written consent of the Limited Partners.

SECTION 10. DISSOLUTION AND WINDING UP

10.1 Dissolution. The Partnership shall dissolve upon the first to occur of any of the following events:

(a) The sale of all or substantially all of the Partnership's assets and the collection of the proceeds of such sale;

(b) The unanimous election by the Partners to dissolve the Partnership;

(c) The failure of the remaining General Partners, if any, to continue the Partnership and its business without dissolution pursuant to Section 9.2 hereof in the event any Person ceases to be a General Partner pursuant to Section 9.1 hereof; or

(d) The failure by the Limited Partners to elect a new General Partner or General Partners pursuant to Section 9.3 hereof, in the event all of the General Partners cease to be General Partners pursuant to Section 9.1 hereof and no Person named as a successor General Partner in Section 9.3 hereof is then serving as the General Partner.

10.2 Winding Up. Upon a dissolution of the Partnership, the General Partner (or court- appointed trustee if there be no General Partner) shall take full account of the Partnership's liabilities and Partnership's property, and the Partnership's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Partnership shall continue to be governed by the provisions of this Agreement. The proceeds from liquidation of the Partnership's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) To the payment and discharge of all of the Partnership's debts and liabilities (other than those to the Partners), including the establishment of any necessary reserves;
- (b) To the payment of any debts and liabilities to the Partners; and
- (c) To the Partners in accordance with Section 3.1.

Notwithstanding anything in Section 3 hereof to the contrary, any Profits, Losses and items thereof of the Partnership for the taxable year in which the liquidation of the Partnership occurs shall be allocated among the Partners so as to adjust the Capital Accounts of the Partners as closely as possible to distributions of such liquidation proceeds pursuant to the priorities set forth in this Section 10.

10.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Partnership have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Partnership have been distributed to the Partners, a certificate of cancellation shall be executed and filed by the General Partner with the Delaware Secretary of State.

SECTION 11. MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section 1.6 hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners in accordance with this Section 11.1, or, if to a Partner, to such Partner at the address for such Partner set forth on Exhibit A to this Agreement, or to such other address as the Partner may from time to time specify by notice to the Partnership and the other Partners in accordance with this Section 11.1. Any such notice shall be effective upon actual receipt thereof.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section 11.2 shall not be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Partner's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section 8 hereof.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

11.6 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

11.7 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

11.8 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Partners.

11.9 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the Partnership's property.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions that the General Partner may take and all determinations that the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

SECTION 12. DEFINITIONS

12.1 "Act" means the Delaware Revised Uniform Limited Partnership Act, as set forth in Del. Code Ann.Tit. 6, Sections 17-101 *et seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

12.2 "Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

12.3 "Capital Account" means the capital account maintained for each Partner in accordance with Section 3.4 hereof.

12.4 “Capital Contribution” means, with respect to any Partner, the amount of money and the net fair market value of property (other than money) contributed to the Partnership by such Partner.

12.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

12.6 “General Partner” means any Person who (a) is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a General Partner, or who has become a General Partner pursuant to the terms of this Agreement, and (b) has not ceased to be a General Partner pursuant to the terms of this Agreement. “General Partners” means all such Persons.

12.7 “Limited Partner” means any Person whose name is referred to as such in the first paragraph of this Agreement and whose name is set forth on Exhibit A to this Agreement as a Limited Partner or who has been admitted as a Substituted Limited Partner pursuant to the terms of this Agreement. “Limited Partners” means all such Persons.

12.8 “Net Cash Flow” means the gross cash proceeds to the Partnership from all sources, less the portion thereof used to pay or establish reserves for Partnership expenses, debt payments (including payments on loans from Partners), capital improvements, replacements and contingencies, all as reasonably determined by the General Partner.

12.9 “Partners” means the General Partners and the Limited Partners, where no distinction is required by the context in which the term is used herein. “Partner” means any one of the Partners.

12.10 “Partnership” means the partnership formed pursuant to this Agreement and any partnership continuing the business of this Partnership in the event of dissolution as herein provided.

12.11 “Percentage Interest” means, with respect to each Partner, a Partner’s interest, expressed as a percentage in Profits, Losses, and distributions of the Partnership as provided for in this Agreement. The Partners’ Percentage Interests are set forth opposite their names on Exhibit A hereto.

12.12 “Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

12.13 “Profits” and “Losses” means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted to comply with the Regulations.

12.14 “Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

12.15 "Substituted Limited Partner" has the meaning given that term in Section 8.3.

12.16 "Transfer" has the meaning given that term in Section 8.1 hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation

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

LIMITED PARTNER:

BFI Waste Systems of North America, Inc.,
a Delaware corporation

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

EXHIBIT A

<u>Name and Addresses of Partners</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
General Partner: Allied Waste Landfill Holdings, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$ 10.00	1%
Limited Partner: BFI Waste Systems of North America, Inc. 15880 North Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	\$990.00	99%

FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

LEWISVILLE LANDFILL TX, LP

This First Amendment to Limited Partnership Agreement of Lewisville Landfill TX, LP (the "First Amendment") is entered into effective as of December 31, 2001 by and between Allied Waste Landfill Holdings, Inc., a Delaware corporation, as the General Partner ("AWLH"), and Allied Waste Systems Holdings, Inc., a Delaware corporation, as the Limited Partner ("AWSH") (collectively, the "Partners").

RECITALS

A. Lewisville Landfill TX, LP (the "Limited Partnership") was formed as a Delaware limited partnership pursuant to that certain Certificate of Limited Partnership filed with the Delaware Secretary of State on December 12, 2001, and the related Agreement of Limited Partnership of Lewisville Landfill TX, LP, dated as of December 12, 2001 (the "Agreement") between AWLH and BFI Waste Systems of North America, Inc., a Delaware corporation ("BFINA"). Unless specifically defined herein, capitalized terms appearing in this First Amendment shall have the meanings given those terms in the Agreement.

B. Pursuant to an intra-company transfer, BFINA transferred its interest in the Partnership to AWSH.

C. The Partners desire to acknowledge the admission of AWSH as a substituted limited partner of the Partnership, on the terms and conditions set forth in this First Amendment.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment. Pursuant to Section 8 of the Agreement, AWLH hereby consents to (a) the transfer described in Recital B above of BFINA's interest in the Partnership to AWSH and (b) the admission of AWSH as a substituted limited partner.
 2. Acceptance. AWSH hereby acknowledges the assumption of all of BFINA's responsibilities and obligations as a Limited Partner in the Partnership, and agrees to be bound by the provisions of the Agreement.
 3. Amendment of Agreement. Exhibit A to the Agreement is amended in its entirety to read as set forth on Exhibit A attached hereto.
-

4. Continuing Effect. Except as modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

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

Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

Allied Waste Systems Holdings, Inc.,
a Delaware corporation
Limited Partner

By: /s/ Jo Lynn White
Jo Lynn White, Secretary

EXHIBIT A

Names and Addresses of Partners	Percentage Interest
Allied Waste Systems Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	99%
Allied Waste Landfill Holdings, Inc. 15880 N. Greenway Hayden Loop Suite 100 Scottsdale, Arizona 85260	1%
TOTAL	100%

CERTIFICATE OF INCORPORATION

FIRST: The name of the corporation is:

Liberty Waste Holdings, Inc.

SECOND: The address of the corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,000 shares of Common Stock of the par value of \$.01 per share.

FIFTH: The name and mailing address of the incorporator are: Cindy Sabish, Kirkpatrick & Lockhart LLP, 1500 Oliver Building, Pittsburgh, Pennsylvania 15222.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to adopt, amend or repeal the by-laws of the corporation.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director or officer of the corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided however, that this provision shall not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

Any repeal or modification of this Article by the stockholders of the corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article. The rights conferred by this Article shall not be exclusive of any other right which the corporation may now or hereafter grant, or any person may have or hereafter acquire, under any statute, provision of this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred by this Article shall continue as to any person who has ceased to be a director or officer of the corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

For the purposes of this Article, the term "authorized representative" shall mean a director, officer, employee or agent of the corporation or of any subsidiary of the corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the corporation or by any subsidiary of the corporation, or a person who is or was serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the corporation.

THE UNDERSIGNED, being the incorporator named above, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 10th day of July, 1997.

/s/ Cindy Sabish

Cindy Sabish Incorporator

RESERVATION NO. 2770849

**AMENDED AND RESTATED BYLAWS
OF
LIBERTY WASTE HOLDINGS, INC.
(hereinafter called the "Corporation")**

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/04/1997
971295668 - 2792672

**CERTIFICATE OF FORMATION
OF
LIBERTY WASTE SERVICES LIMITED, L.L.C.
A Limited Liability Company**

FIRST: The name of the limited liability company is:

Liberty Waste Services Limited, L.L.C.

SECOND: The address of the limited liability company's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 4th day of September, 1997,

/s/ Cindy Sabish

Cindy Sabish

Authorized person

CERTIFICATE OF AMENDMENT
OF
LIBERTY WASTE SERVICES LIMITED, L.L.C.

1. The Name of the limited liability company is LIBERTY WASTE SERVICES LIMITED, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of LIBERTY WASTE SERVICES LIMITED, L.L.C. this 7th day of April, 1999.

/s/ Jo Lynn White _____

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
LIBERTY WASTE SERVICES LIMITED, L.L.C.**

This Second Amended and Restated Limited Liability Company Agreement (this "Agreement") of Liberty Waste Services Limited, L.L.C. (the "Company") is entered into as of November , 1998 by American Disposal Services of Illinois, Inc., as sole member (the "Member").

On September 4, 1997, the Company was organized as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "Act"). Pursuant to an Agreement of Merger, dated as of September 23, 1998, the Member is the holder of all the limited liability company interests in the Company and desires to amend and restate the Liberty Waste Services Limited, L.L.C. First Amended and Restated Limited Liability Company Agreement dated as of March 13, 1998 as follows:

1. Name. The name of the limited liability company formed hereby is Liberty Waste Services Limited, L.L.C. (the "Company").
 2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805-1297.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805-1297.
 5. Members. The name and address of the sole member is as follows:
American Disposal Services of Illinois, Inc.
745 McClintock Drive
Suite 230
Burr Ridge, Illinois 60521
-

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power and authority to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of limited liability companies under the laws of the State of Delaware. The Member may appoint such managers and officers of the Company as it deems appropriate, to have such power and authority as the Member deems appropriate.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the written consent of the Member or the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Capital Contributions. The Member may, but is not required to, make any capital contribution to the Company.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member may not resign from the Company until the admission of at least one additional member to the Company.

12. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member.

13. Liability of Members. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

14. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement as of the date first above written.

AMERICAN DISPOSAL SERVICES OF ILLINOIS, INC.

By: /s/ Steven M. Helm

Name: Steven M. Helm

Title: Vice President

Form LLC-5.5
January 1995
George H. Ryan
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756

Illinois
Limited Liability Company Act
Articles of Organization
Filing Fee \$500.
SUBMIT IN DUPLICATE
Must be typewritten

This space for use by
Secretary of State

FILED
FEB 20 1996

This space for use by Secretary of State

LIMITED LIABILITY CO. DIV.

GEORGE H. RYAN
SECRETARY OF STATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date 02-20-1996
Assigned File # 0005-869-6
Filing Fee \$500.00
Approved: /s/ [ILLEGIBLE]

1. Limited Liability Company Name: Liberty Waste Services of Illinois, L.L.C.

(The LLC name must contain the words limited liability company or L.L.C. and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)

2. Transacting business under an assumed name: Yes o No.

(If YES, a Form LLC-1.20 is required to be completed and attached to these Articles.)

3. The address, including county, of its principal place of business: (Post office box alone and c/o are unacceptable.)

P.O. Box 97, East Route 16, Litchfield, Illinois 62056 Montgomery Co.

4. Federal Employer Identification Number (F.E.I.N.): applied for

5. The Articles of Organization are effective on: (Check one)

a) the filing date, or b) _____ another date later than but not more than 60 days subsequent to the filing date: _____

(month, day, year)

6. The registered agent's name and registered office address is:

Registered agent:

Illinois Corporation Service Company

First Name Middle Initial Last Name

Registered Office:

700 South Second Street

(P.O. Box alone and c/o are unacceptable)

Number Street suite #
Springfield 62704 Sangamon
City Zip Code County

7. Purpose or purposes for which the LLC is organized: Include the business code # (from IRS Form 1065)

(If not sufficient space to cover this point, add one or more sheets of this size.)

Any lawful business for which limited* Illinois Limited Liability Company
Act, 805 ILCS 180/1-1 et seq.

* liability companies may be organized under # 8834

8. The latest date the company is to dissolve December 31, 2030
(month, day, year)

And other events of dissolution enumerated on an attachment. (Optional)

(ILL. — LLC 3333 — 8/16/95)

ATTACHMENT

Continuation of 10(b): *Member names and addresses*

Liberty Waste Services, Ltd.
P.O. Box 454
Napoleon, Ohio 43545
EIN #34-1812746

Mr. Derk Ball
P.O. Box 42788
Evergreen Park, IL 60805

Form LLC-5.25
January 1994
George H. Ryan
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 357, Howlett Building
Springfield, IL 62756
*Payment may be made by business
firm check payable to Secretary of State.
(If check is returned for any reason this
filing will be void.)*

Illinois
Limited Liability Company Act
Articles of Amendment
Filing Fee \$100.
SUBMIT IN DUPLICATE
Must be typewritten

This space for use by
Secretary of State

FILED
SEP 23 [ILLEGIBLE]

LIMITED LIABILITY CO. DIV
GEORGE H. RYAN
SECRETARY OF STATE

This space for use by Secretary of State
Date 9-23-96
Assigned File # 00058696
Filing Fee \$100.00
Approved: /s/ [ILLEGIBLE]

1. Limited Liability Company name: Liberty Waste Services of Illinois, L.L.C.
2. File number assigned by the Secretary of State: 0005-869-6
3. Federal Employer Identification Number (F.E.I.N.): 521960161
4. These Articles of Amendment are effective on the file date or a later date being _____, not to exceed 30 days after the file date.
5. The Articles of Organization is amended as follows: (Attach a copy of the text of each amendment adopted.)
(Address changes of P.O. Box and c/o are unacceptable)
 - a) Admission of a new member (give name and address below)
 - o b) Admission of a new manager (give name and address below)
 - c) Withdrawal of a member (give name below)
 - o d) Withdrawal of a manager (give name below)
 - o e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
 - o f) Change of registered agent and/or registered agent's office (give new name and address, including county below)
 - o g) Change in the limited liability company's name (list below)
 - o h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
 - o i) Other (give information below)

Withdrawing member:

Mr. Derk Ball
P.O. Box 42788
Evergreen Park, IL 60805

New member:

Laurel Mountain Partners LLP
CNG Tower, Suite 3100
Liberty Avenue
Pittsburgh, PA 15222

* **The members were listed incorrectly on the original filing.**

LLC 11
(ILL. - LLC - 3334 - 3/21/94)

LLC-5.25

6. This amendment was adopted by the managers. S. 5-25(3) Yes No
- a) The majority of the managers so approved. Yes No
- b) Member action was not required. Yes No
7. This amendment was adopted by the members. S. 5-25(4) Yes No
- a) At a meeting of the members, with the required number of affirmative votes necessary to adopt the amendment. Yes No
- b) Only by written consent signed by the members having the required number of votes necessary to adopt the amendment. Yes No
8. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this articles of amendment is to the best of my knowledge and belief, true, correct and complete.
Dated April 9, 1996.

/s/ Jeffrey D. Kendall

(Signature)

Jeffrey D. Kendall/ President

(Type or print Name and Title)

Liberty Waste Services, Ltd./Member

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

Form LLC-5.25
January 1998
George H. Ryan
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
<http://www.sos.state.il.us>
*Payment may be made by business
firm check payable to Secretary of State.
(If check is returned for any reason this
filing will be void.)*

Illinois
Limited Liability Company Act
Articles of Amendment
Filing Fee (see note).
SUBMIT IN DUPLICATE
Must be typewritten

This space for use by
Secretary of State

FILED
APR 14 1998

LIMITED LIABILITY CO. DIV
GEORGE H. RYAN
SECRETARY OF STATE

This space for use by Secretary of State

Date [ILLEGIBLE]
Assigned File #
Filing Fee \$ 100
Approved:

1. Limited Liability Company name **Liberty Waste Services of Illinois, L.L.C.**

2. File number assigned by the Secretary of State: 00058696

3. Federal Employer Identification Number (F.E.I.N.): 52-1960161

4. These Articles of Amendment are effective on the file date or a later date being _____, not to exceed 30 days after the file date.

5. The company has elected in its operating agreement to be governed by the amendatory Act of 1997:
 Yes No

6. The Articles of Organization are amended as follows: (Attach a copy of the text of each amendment adopted.)
(Address changes of P.O. Box and c/o are unacceptable)
 - o a) Admission of a new member (give name and address below)
 - o b) Admission of a new manager (give name and address below)
 - o c) Withdrawal of a member (give name below)
 - o d) Withdrawal of a manager (give name below)
 - o e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
 - o f) Change of registered agent and/or registered agent's office (give new name and address, including county below)
 - o g) Change in the limited liability company's name (list below)
 - o h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
 - i) Other (give information below)
 - i) Liberty Waste Services of Illinois, L.L.C. (the "LLC") is not managed by members. The LLC is managed under the direction of the following managers:

Jeffrey D. Kendall
Donald E. Rea
James Van Poppel

625 Liberty Avenue, Pittsburgh, PA 15222
625 Liberty Avenue, Pittsburgh, PA 15222
625 Liberty Avenue, Pittsburgh, PA 15222

LLC-5.25

7. This amendment was adopted by the managers. S. 5-25(3) Yes No
a) Not less than minimum number of managers so approved. Yes No
b) Member action was not required. Yes No

8. This amendment was adopted by the members. S. 5-25(4) Yes No
Not less than minimum number of members so approved.

9. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this articles of amendment is to the best of my knowledge and belief, true, correct and complete.

Dated March 31, 1998.

/s/ Jeffrey D. Kendall

(Signature)

Jeffrey D. Kendall, President

(Type or print Name and Title)

Liberty Waste Services, Ltd., Member

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

NOTE: * If the company has elected in its operating agreement to be governed by the amendatory Act of 1997, and the only change is a change in the registered agent and/or registered office, the filing fee is \$25.

If the company has not elected in its operating agreement to be governed by the amendatory Act of 1997, and/or other changes are also reported, the filing fee is \$100.

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
LIBERTY WASTE SERVICES OF ILLINOIS, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of November 4, 1998, by Liberty Waste Services Limited, L.L.C., a Delaware limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the articles of organization. This Agreement amends and restates in its entirety any previous operating agreement of the Company.

1.3 Name. The name of the company governed by this Agreement is Liberty Waste Services of Illinois, L.L.C. (the "Company"). The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Illinois law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Illinois shall be c/o CT Corporation System, 208 LaSalle St., Illinois, 60604. The registered office may be changed to any other place within the State of Illinois upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Illinois are: CT Corporation System, 208 LaSalle St., Chicago, Illinois 60604, Cook County. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Articles of Organization. The Member shall file any amendments to the articles of organization deemed necessary by it to reflect the provisions of this Agreement or any amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the articles of organization, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name of the sole Member is set forth in the heading of this Agreement.

2.2 Contributions of Member. The Member or its predecessor previously contributed capital to the Company, as reflected in the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company.

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 180/35-1(4) of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 180/35-4 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until articles of dissolution are filed by the Illinois Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, articles of dissolution shall be executed and filed by the Member with the Secretary of State of Illinois.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 Illinois Law. The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Illinois Limited Liability Company Act, as set forth in 805/1-1, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Amended and Restated Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement, or any other Person admitted as a Member pursuant to the terms of this Agreement. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Liberty Waste Services Limited, L.L.C.,
a Delaware limited liability company

By: /s/ D.W. Slager

Its: President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/07/1997
971005894 - 2703645

**CERTIFICATE OF FORMATION
OF
WEST SUBURBAN RESOURCES & ENERGY CENTER, L.L.C.
A LIMITED LIABILITY COMPANY**

FIRST: The name of the limited liability company is:

West Suburban Resources & Energy Center, L.L.C.

SECOND: The address of the limited liability company's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THE UNDERSIGNED, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 6th day of January, 1997.

/s/ Cindy Sabish
Cindy Sabish
Authorized Person

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
WEST SUBURBAN RESOURCES & ENERGY CENTER, L.L.C.**

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is West Suburban Resources & Energy Center, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended by striking out Article One thereof and substituting in lieu of said Article the following new Article:

"FIRST: The name of the limited liability company is
West Suburban Recycling & Energy Center, L.L.C."

THE UNDERSIGNED authorized officer has executed, signed and acknowledged this Certificate of Amendment this 14th day of April, 1997.

/s/ James J. Van Poppel
James J. Van Poppel
Authorized Officer

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
WEST SUBURBAN RECYCLING & ENERGY CENTER, L.L.C.**

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is West Suburban Recycling & Energy Center, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended by striking out Article One thereof and substituting in lieu of said Article the following new Article:
"FIRST: The name of the limited liability company is
Liberty Waste Services of McCook, L.L.C."

THE UNDERSIGNED authorized officer has executed, signed and acknowledged this Certificate of Amendment this 21th day of April, 1997.

/s/ Jeffrey D. Kendall
Jeffrey D. Kendall
Authorized Officer

**AMENDED AND RESTATED
OPERATING AGREEMENT OF
LIBERTY WASTE SERVICES OF MCCOOK, L.L.C.**

This Amended and Restated Operating Agreement (the "Agreement") is executed as of November 4, 1998, by Liberty Waste Services of Illinois, L.L.C., an Illinois limited liability company (the "Member"), as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.6 hereof.

1.2 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation. This Agreement amends and restates in its entirety any previous operating agreement of the Company.

1.3 Name. The name of the company governed by this Agreement is Liberty Waste Services of McCook, L.L.C. (the "Company"). The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect the provisions of this Agreement or any amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name of the sole Member is set forth in the heading of this Agreement.

2.2 Contributions of Member. The Member or its predecessor previously contributed capital to the Company, as reflected in the books and records of the Company.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member, in its sole discretion, may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a

certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.5 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.6 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, *et. seq.*, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Amended and Restated Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.2 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company governed by this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement, or any other Person admitted as a Member pursuant to the terms of this Agreement. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Liberty Waste Services of Illinois, L.L.C.,
an Illinois limited liability company

By: /s/ D. W. Slager
Its: Executive Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:57 AM 07/01/2003
FILED 12:00 PM 07/01/2003
SRV 030433990 — 3676817 FILE

**CERTIFICATE OF FORMATION
LITTLE CREEK LANDING, LLC**

Pursuant to § 18-201, Delaware Code Annotated, the undersigned states as follows:

1. Name. The name of the limited liability company ("the Company") formed by this instrument is Little Creek Landing, LLC.
2. Registered Office: Registered Agent. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed as of the 30th day of June 2003.

Allied Waste North America, Inc.,
a Delaware corporation,
Sole Member

By: /s/ Peter S. Hathaway
Peter S. Hathaway
Vice President

**OPERATING AGREEMENT OF
LITTLE CREEK LANDING, LLC**

This Operating Agreement is executed as of June 30, 2003, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Little Creek Landing, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Delaware law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The registered office may be changed to any other place within the State of Delaware upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Delaware, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Delaware. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 18-802 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 18-803 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Delaware Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Delaware Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Delaware Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Delaware Limited Liability Company Act, as set forth in Del. Code Ann. Tit. 6, § 18-101, et. seq., as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$100.00

**CERTIFICATE OF FORMATION
OF
LOCAL SANITATION OF ROWAN COUNTY, L.L.C.**

The undersigned, being over the age of 18 years and acting as sole organizer of a limited liability company under the Delaware Limited Liability Company Act (the "Act"), does hereby adopt the following Certificate of Formation for Local Sanitation of Rowan County, L.L.C. (the "Company").

ARTICLE ONE

The name of the limited liability company is Local Sanitation of Rowan County, L.L.C.

ARTICLE TWO

The address of the initial registered office of the Company in the State of Delaware is c/o 1209 Orange Street, Wilmington, Delaware, 19801, and the name of its registered agent for service of process required to be maintained by Section 18-104 of the Act in the state is The Corporation Trust Company.

ARTICLE THREE

The adoption by the members of the Company of the Limited Liability Company Agreement ("LLC Agreement") of the Company shall bind all of the members of the Company existing from time to time to the terms and provisions of such LLC Agreement (as such terms and provisions may be restated or amended as provided therein), and the purchase of or subscription for membership interests in the Company shall constitute an agreement by any such member to be so bound, notwithstanding that any such member has not executed a counterpart of such LLC Agreement or of any such restatements of or amendments to such LLC Agreement.

ARTICLE FOUR

The name of the sole organizer is L.M. Wilson and the address of the organizer is Mayor, Day, Caldwell & Keeton, L.L.P., 700 Louisiana, Suite 1900, Houston, Texas 77002.

IN WITNESS WHEREOF, I have hereunder set my hand this 14th day of December, 1998.

/s/ L.M. Wilson

L.M. Wilson, Organizer

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:00 AM 12/15/1998
981483953 — 2983214

LOCAL SANITATION OF ROWAN COUNTY, L.L.C.
LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into as of December 18, 1998 by USA Waste of Kentucky, L.L.C. (the "Member").

1. **Defined Terms.** Unless the context requires otherwise, the defined terms used in this Agreement shall have the following meanings:

"**LLCL**" shall mean the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"**Membership Interest**" shall mean the Member's aggregate rights in the Company including, without limitation, the Member's share of the profits and losses of the Company, the right to receive distributions from the Company and the right to vote or participate in management of the Company.

2. **Character of Business.** The Company was formed for the purpose of engaging in any lawful business, except any business in Delaware for which a statute other than the LLCL specifically requires some other business entity or natural person to be formed or used for such business.

3. **Principal Place of Business.** The principal place of business of the Company shall be at 1001 Fannin, Suite 4000, Houston, Texas 77002.

4. **Fiscal Year.** The Company's fiscal year shall be the calendar year.

5. **Management of the Company.** The business and affairs of the Company shall be managed by the Member.

6. **Capital Contributions.** The Member shall make a contribution to the initial capital of the Company in cash, property, services rendered or promissory notes or other obligations to contribute cash or property or to perform services.

7. **Limited Liability of the Member.** The liability of the Member shall be limited to its capital contributions and the Member shall not be liable for any debt, obligation or liability of the Company.

8. **Cash Distributions.** The Company may distribute, at such times as determined by the Member, such cash funds as are not necessary for the conduct of the Company's business.

9. **Binding Effect.** This Agreement shall be binding upon the Member's heirs, personal representatives, successors and assigns.

10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to its conflict of laws or choice of law provisions.
11. Nature of Interest of Member. The interest of the Member in the Company is personal property. The Member has no interest in specific property of the Company.
12. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.
13. Effective Date. This Agreement shall be effective upon the formation of the Company which shall be the date the certificate of formation is filed with the Secretary of State of the State of Delaware.
- IN WITNESS WHEREOF**, the Member has executed this Agreement as of the date first above written.

USA WASTE OF KENTUCKY, L.L.C.

By: /s/ Bryan J. Blankfield
Name: Bryan J. Blankfield
Title: Vice President & Asst. Secretary

File
in
Duplicate

FORM BCA-47
ARTICLES OF INCORPORATION

(Insert date in this space)
Date Paid 10-10-80
Initial License Fee \$.50
Franchise Tax \$ 14.75
Filing Fee \$ 74.25
Clerk [Signature]

TO: ALAN J. DIXON, Secretary of State

The name and address of the incorporators are as follows:

Name	Number	Street	City	State	Zip Code
FRANK WARD	2401	South Laflin	Chicago	IL	60608

The above named incorporators, being one or more natural persons of the age of twenty-one years or more or a corporation, and having subscribed to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation hereby incorporated is: LOOP RECYCLING, INC.

ARTICLE TWO

The name and address of the initial registered agent and registered office are:

Registered agent James L. Elsesser
Registered office 120 W. Madison
City, Zip code, County Chicago, IL 60602 Cook County

ARTICLE THREE

The duration of the corporation is perpetual OR _____ years

ARTICLE FOUR

The purposes for which the corporation is organized are:

Recycling of paper and related products

Recycle, redistribute, sale at retail & wholesale, exchange or trade, all production, including but not limited to paper, wood, metal, glass, aluminum, & all other items related thereto.

ARTICLE FIVE

Paragraph 1: The class, number of shares, the par value, if any, of each class which the corporation is authorized to issue, the number the corporation is proposed to issue without further report to the Secretary of State, and the consideration or price of shares to be received by the corporation therefor, are:

Class	Series	Par value per share	Number of shares authorized	Number of shares to be issued	Total consideration to be received therefor
Common	none	no par	100,000	1000	\$ 1,000.00
					Total \$ 1,000.00

George H. Ryan
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-6961

REPORT FOLLOWING MERGER OR CONSOLIDATION

File # 5218-756-7

FILED
 SEP 30 1998
 GEORGE H. RYAN
 SECRETARY OF STATE

DO NOT SEND CASH

This space for use by
 Secretary of State

Date 9/30/98

Remit payment in check or money order, payable to "Secretary of State."

Franchise Tax	\$
Filing Fee	\$ 5.00
Penalty	\$
Interest	

Approved: /s/ [ILLEGIBLE]

- CORPORATE NAME: Loop Recycling, Inc.
- STATE OR COUNTRY OF INCORPORATION: Illinois
- Issued shares of each corporation party to the merger prior to the merger:

Corporation	Class	Series	Par Value	Number of Shares
Loop Recycling, Inc.	common stock		NPV	1,000
Draw Acquisition Company	Thirteen	common stock	\$ 0.01	1,000

- Paid-in Capital of each corporation party to the merger prior to the merger:

Corporation	Paid-in Capital
Loop Recycling, Inc.	\$ 1,000.00
	\$
Draw Acquisition Company Thirteen	\$ 10.00
	\$
	\$

- Description of the merger: (Include effective date and a brief explanation of the conversion as stated in the plan of merger.)

See attached.

- Issued shares after merger:

Class	Series	Par Value	Number of Shares
common stock		NPV	1,000

EXPEDITED
 SEP 30 1993
 SECRETARY OF STATE

- Paid-in Capital of the surviving or new corporation: \$ 1,010.00

("Paid-in Capital" replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

ITEM 8 MUST BE SIGNED

- The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated September 21, 1998

attested by _____
 /s/ Thomas K. Kehoe
 (Signature of Secretary or Assistant Secretary)

 Thomas K. Kehoe, Secretary
 (Type or Print Name and Title)

by _____
 Loop Recycling, Inc.
 (Exact Name of Corporation)
 /s/ D. W. Slager
 (Signature of President or Vice President)

 D. W. Slager, Executive Vice President
 (Type or Print Name and Title)

Attachment to Report following Merger

On August 7, 1998, by virtue of the merger, the issued and outstanding shares of Draw Acquisition Company Thirteen ("Draw Thirteen") shall be converted into the same number of shares of Loop Recycling, Inc. ("Loop Recycling") the surviving corporation, and the issued and outstanding shares of capital stock of Loop Recycling ("Loop Recycling Common Stock") shall cease to be existing and issued shares and shall become converted, without any action on the part of Loop Recycling or Draw Thirteen or the Shareholders thereof, into shares of Allied Waste Industries, Inc. ("Allied")* common stock ("Allied Common Stock"), to be paid by Allied to the Loop Recycling Shareholders in the manner and subject to the conditions set forth in the following sentence. At the Effective Time, by virtue of the merger and without any further action on the part of Draw Thirteen, Loop Recycling or the Loop Recycling Shareholders, each holder of Loop Recycling Common Stock shall be entitled to receive in consideration for all of the shares of Loop Recycling Shareholders' respective ownership interest in Loop Recycling multiplied by the 10,583,891 shares of Allied Common Stock to be issued pursuant to the Reorganization Agreement, subject to certain adjustments provided for in the Reorganization Agreement.

* Allied is the parent of Draw Acquisition Company Thirteen

**AMENDED AND RESTATED BYLAWS
OF
LOOP RECYCLING, INC.
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois . Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation or Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against

such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

BCA-219 (Rev. Jan. 1984)

Submit in Duplicate

Payment must be made by Certified Check, Cashiers' Check or a Money Order, payable to "Secretary of State". DO NOT SEND CASH!

JIM EDGAR
Secretary of State
State of Illinois

ARTICLES OF INCORPORATION

File #

This Space For Use By Secretary of State
Date 12/2/85
License Fee \$ 50
Franchise Tax \$ 75
Filing Fee \$ 75
Clerk \$ 100.50

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is LOOP TRANSFER, INCORPORATED
(shall contain the word "corporation", "company", "incorporated", "limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent James L. Elsesser
First Name Middle Name Last Name
Registered Office 120 W. Madison #1310
Number Street Suite # (A P.O. Box alone is not acceptable)
Chicago, Illinois 60602 Cook
City Zip Code County

ARTICLE THREE The purpose or purposes for which the corporation is organized are:

If not sufficient space to cover this point, add one or more sheets of this size.
The operation of a commercial waste transfer station and to manage, handle and deal with waste, chemical or otherwise, and to acquire real and personal property for purposes of perpetuating the business of the corporation

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	*Par Value per share	Number of shares authorized
Common	No Par Value	1,000,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

If not sufficient space to cover this point, add one or more sheets of this size.

As provided in the By-Laws of the Corporation or by separate Agreement.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	*Par Value per share	Number of shares proposed to be issued	Consideration to be received therefor
Common	No Par	1,000	\$ 1,000.00
			\$
			\$
			\$
TOTAL			\$ 1,000.00

*A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

09
05
01
05
03

ARTICLE SIX *OPTIONAL*

The number of directors constituting the initial board of directors of the corporation is one and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address
<u>Cynthia L. Ward</u>	<u>3414 Wells St., Chgo., IL 60616</u>

ARTICLE SEVEN *OPTIONAL*

- (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
- (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- (c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: \$ _____
- (d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

ARTICLE EIGHT *OTHER PROVISIONS*

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated Oct 19, 1985

	Signatures and Names		Post Office Address
1.	<u>[Signature]</u> Name (please print) JAMES L. ELSESSER	1.	<u>120 W. Madison #1310</u> Street <u>Chicago, IL 60602</u> City/Town State Zip
2.	_____ Signature Name (please print)	2.	_____ Street City/Town State Zip
3.	_____ Signature Name (please print)	3.	_____ Street City/Town State Zip

(Signatures must be in ink on original document. Carbon copy, zerox or rubber stamp signatures may only be used on conformed copies)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice President and verified by him, and attested by its Secretary or an Assistant Secretary.

Form BCA-2.10

ARTICLES OF INCORPORATION
FILED

OCT 28 1985

JIM EDGAR
 SECRETARY OF STATE
 FEE SCHEDULE

Filing fees are required to be paid at the time the Certificate of Incorporation is filed. FILING FEE: INITIAL LICENSE FEE of 1/20th of the consideration to be received for Initial Shares (see Art. 3), MINIMUM \$50; INITIAL LICENSE TAX of 1/10th of 1% of the amount received for Initial Shares (see Art. 3), MINIMUM \$25.00.

EXAMPLES OF TOTAL DUE

Amount to be received	TOTAL DUE*
000	\$100.50
00	\$102.50
00	\$105.00
00	\$112.50
00	\$150.00
00	\$225.00

Filing Fee + License Fee + Franchise Tax

RETURN TO:

Corporation Department
 Secretary of State
 Springfield, Illinois 62756
 telephone (217) 782-6881

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

Remit payment in check or money
order, payable to "Secretary of State."

**REPORT FOLLOWING MERGER
OR CONSOLIDATION**

FILED
SEP 30 1998
GEORGE H. RYAN
SECRETARY OF STATE

This space for use by
Secretary of State

Date 9/30/98

Franchise Tax	\$
Filing Fee	\$5.00
Penalty	\$
Interest	

Approved: /s/ [ILLEGIBLE]

- CORPORATE NAME: Loop Transfer, Incorporated
- STATE OR COUNTRY OF INCORPORATION: Illinois
- Issued shares of each corporation party to the merger prior to the merger:

Corporation	Class	Series	Par Value	Number of Shares
Loop Transfer, Incorporated	common stock		NPV	1,000
NR Draw Acquisition Company Fourteen	common stock		\$0.01	1,000

- Paid-in Capital of each corporation party to the merger prior to the merger:

Corporation	Paid-in Capital
Loop Transfer, Incorporated	\$1,000.00
	\$
Draw Acquisition Company Fourteen	\$ 10.00
	\$
	\$

- Description of the merger: (Include effective date and a brief explanation of the conversion as stated in the plan of merger.)

See attached.

- Issued shares after merger:

Class	Series	Par Value	Number of Shares
common stock		NPV	1,000

- Paid-in Capital of the surviving or new corporation: \$1,010.00

("Paid-in Capital" replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

EXPEDITED

SEP 30 1993

SECRETARY OF STATE

ITEM 8 MUST BE SIGNED

- The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated September 21, 1998 by Loop Transfer, Incorporated
(Exact Name of Corporation)

attested by /s/ Thomas K. Kehoe by /s/ D. W. Slager
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)
Thomas K. Kehoe, Secretary D. W. Slager, Executive Vice President
(Type or Print Name and Title) (Type or Print Name and Title)

Attachment to Report following Merger

On August 7, 1998, by virtue of the merger, the issued and outstanding shares of Draw Acquisition Company Fourteen ("Draw Fourteen") shall be converted into the same number of shares of Loop Transfer, Inc. ("Loop Transfer") the surviving corporation, and the issued and outstanding shares of capital stock of Loop Transfer ("Loop Transfer Common Stock") shall cease to be existing and issued shares and shall become converted, without any action on the part of Loop Transfer or Draw Fourteen or the Shareholders thereof, into shares of Allied Waste Industries, Inc. ("Allied")* common stock ("Allied Common Stock"), to be paid by Allied to the Loop Transfer Shareholders in the manner and subject to the conditions set forth in the following sentence. At the Effective Time, by virtue of the merger and without any further action on the part of Draw Fourteen, Loop Transfer or the Loop Transfer Shareholders, each holder of Tri-State Common Stock shall be entitled to receive in consideration for all of the shares of Loop Transfer Shareholders' respective ownership interest in Loop Transfer multiplied by the 10,583,891 shares of Allied Common Stock to be issued pursuant to the Reorganization Agreement, subject to certain adjustments provided for in the Reorganization Agreement.

* Allied is the parent of Draw Acquisition Company Fourteen

**AMENDED AND RESTATED BYLAWS OF
LOOP TRANSFER, INCORPORATED**

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Chicago, County of Cook, State of Illinois.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or outside of the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Business

transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven months from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors shall appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than six (6) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed with or without cause by the affirmative vote of a majority of the votes entitled to be cast by the holders of all the then issued and outstanding shares of common stock of the Corporation.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the State of Illinois . Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any three (3) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from

time to time, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a

committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates

and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President of the Corporation or Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to

attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there is any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the

Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Illinois for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stock holders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Illinois, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against

such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (select one)
Mail Form to one of the Following:
PO Box 1390
o Yes
Columbus, OH 43216
***** Requires an additional fee of \$100 *****
PO Box 670
o No Columbus, OH 43216



www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705

(2) o Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation)

(State)

Complete the general information in this section for the box checked above.

Name Lorain County Landfill, LLC

o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

This limited liability company shall exist for _____
(Optional) (Period of existence)

Purpose _____
(Optional) _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) _____
(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) _____ (State) _____ (Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Lorain County Landfill, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

C T Corporation System

(Name of Agent)

1300 East 9th Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland

(City)

Ohio

(State)

44114

(Zip Code)

Must be authenticated by an authorized representative

/s/ Jo Lynn White

Authorized Representative

Jo Lynn White

Authorized Representative

December 15, 2004

Date

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

CT Corporation System

By:

(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Last Revised: May 2002

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Jo Lynn White
(Name)

15880 N Greenway-Hayden Loop, Suite 100
(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Scottsdale
(City)

Arizona
(State)

85260
(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

Lorain County Landfill, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

C T Corporation System
(Name)

1300 East 9th Street
(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland
(City)

Ohio
(State)

44114
(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (**signed**)
by an authorized representative
(See Instructions)

/s/ Jo Lynn White
Authorized Representative

December 15, 2004
Date

Jo Lynn White
Print Name

Authorized Representative

Date

Print Name

Last Revised: May 2002

**OPERATING AGREEMENT OF
LORAIN COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of 16th day of December, 2004, by Browning-Ferris Industries of Ohio, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Lorain County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114, County of Cuyahoga. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Ohio, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Ohio. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 1705.47 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 1705.44 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

(i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;

(ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and

(iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Ohio Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Ohio Limited Liability Company Act, as set forth in Ohio Revised Code Chapter 1705, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES OF OHIO,
INC., a Delaware corporation

By: /s/ Jo Lynn White
Its: Secretary

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries of Ohio, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

CERTIFICATE OF INCORPORATION

OF

LOUIS PINTO & SON, INC., SANITATION CONTRACTORS

TO: THE SECRETARY OF STATE

STATE OF NEW JERSEY

THE UNDERSIGNED, of the age of twenty-one years or over, for the purpose of forming a Corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, do hereby execute the following Certificate of Incorporation:

FIRST- The name of the corporation is LOUIS PINTO & SON, INC., SANITATION CONTRACTORS.

SECOND- The purpose or purposes for which the corporation is organized are:

(a) To engage in the business of and to act as general contractors for garbage removal from private residences, public buildings, factories, hotels, motels, rooming houses, apartment houses, condominiums, country clubs, private clubs, churches, temples, houses of worship of all denominations, all buildings and structures of all types.

(b) To act as general contractors, builders, pavers, wreckers, concrete breakers and contractors; and to improve and to raze, tear down, rebuild, repair, restore, remodel, alter, fireproof, homes and buildings of every kind and

description and parts thereof and appurtenances thereto, and all other structures.

(c) To acquire, by purchase, lease, or otherwise, lands and interest in lands for the purpose of garbage dumping.

(d) To make estimates upon, bid for, procure, perform, and carry out contracts for the use of garbage as land fill, grading, draining, repairing or improving in any manner, roads, streets, highways, and works of all kinds, whether public or private.

(e) To manufacture, purchase, rent, and dispose of all machinery, tools and apparatus necessary or convenient in and about the prosecution of its sanitation business and other related endeavors.

(f) To acquire, by purchase, lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop, and manage any and all real estate so acquired, and to erect, or cause to be erected, on any lands owned, held, or occupied by the corporation, buildings, incinerators, or other structures, with their appurtenances, and to manage, operate, lease, rebuild, enlarge, alter, or improve any buildings, incinerators, or other structures, now or hereafter erected on any lands so owned, held, or occupied, and to encumber or dispose of any lands or interests in lands, and any buildings, incinerators, or other structures, and any stores, shops, suites, rooms, or part of any buildings or other structures, at any time owned or held by the corporation.

The foregoing purposes shall be

THIRD:- The aggregate number of shares which the corporation shall have authority to issue is one hundred (100) shares without par value.

FOURTH:- The address of the corporation's initial registered office is 24 Commerce Street, Newark, New Jersey 07102, and the name of the corporation's initial registered agent at such address is JOHN A. GONNELLA.

FIFTH:- The number of directors constituting the initial board of directors shall be three (3) and the names and addresses of the directors are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
LOUIS PINTO	134 Telford Street East Orange, New Jersey 07018
JOHN PINTO	134 Telford Street East Orange, New Jersey 07018
MARIA FRANCES PINTO	134 Telford Street East Orange, New Jersey 07018

SIXTH:- The names and addresses of the incorporators are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
LOUIS PINTO	134 Telford Street East Orange, New Jersey 07018
JOHN PINTO	134 Telford Street East Orange, New Jersey 07018
MARIA FRANCES PINTO	134 Telford Street East Orange, New Jersey 07018

IN WITNESS WHEREOF, the undersigned, the incorporators of the above names corporation, have hereunto signed this Certificate of Incorporation on the 4th day of October, 1971.

Signed, sealed

/s/ Louis Pinto [L. S.]
LOUIS PINTO

and delivered
in the presence
of:

/s/ John Pinto [L. S.]
JOHN PINTO

/s/ Maria Frances Pinto [L.S.]
MARIA FRANCES PINTO

/s/ John A. Gonnella
JOHN A. GONNELLA

STATE OF NEW JERSEY :

SS.

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 4th day of October, One Thousand Nine Hundred and Seventy-one, before me, the subscriber, An Attorney at Law of New Jersey, personally appeared LOUIS PINTO, JOHN PINTO, and MARIA FRANCES PINTO, who, I am satisfied, are the person named in and who executed the foregoing Certificate of Incorporation, and I having first made known to them the contents thereof, they did severally acknowledge that they signed, sealed, and delivered the same as their voluntary act and deed for the purposes and uses therein expressed.

/s/ John A. Gonnella
JOHN A. GONNELLA
An Attorney at Law of New Jersey

FILED AND RECORDED
OCT - 7 1971
Paul J. Hermin
SECRETARY OF STATE

**AMENDED AND RESTATED BYLAWS
OF
LOUIS PINTO & SON, INC., SANITATION CONTRACTORS
(hereinafter called the "Corporation")**

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, often percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be

given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting

during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board

meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier

resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall

perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it

may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific

case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and

administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.

**CERTIFICATE OF INCORPORATION
OF
MACOMB LANDFILL, INC.**

1. The name of the Corporation is Macomb Landfill, Inc. (the "Corporation").
2. The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.
3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").
4. The Corporation shall have authority to issue one thousand (1,000) common shares, one cent (\$0.01) par value.
5. The name and mailing address of the incorporator are as follows:

Steven M. Helm
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

The powers of the incorporator shall terminate upon the filing of this Certificate of Incorporation.

6. The initial Directors of the Corporation and their respective addresses are as follows:

James S. Eng
Donald W. Slager
G. Thomas Rochford, Jr.
15880 North Greenway Hayden Loop
Suite 100
Scottsdale, Arizona 85260

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.
 8. Elections of directors need not be by written ballot unless the bylaws of the
-

Corporation shall so provide.

9. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute.

10. A director of the Corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under the DGCL as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

11. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provision of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has caused this Certificate of Incorporation to be duly executed this 1st day of March, 2000

/s/ Steven M. Helm
Steven M. Helm, Incorporator

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

MACOMB LANDFILL, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation;

RESOLVED, that the Certificate of Incorporation of Macomb Landfill, Inc. be amended by changing paragraph 1 thereof so that, as amended, said paragraph shall be and read as follows:

1. The name of the corporation is Lucas County Land Development, Inc. (the "Corporation").

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware,

IN WITNESS WHEREOF, said Macomb Landfill, Inc. has caused this certificate to be signed by Jo Lynn White, its Secretary, this 6th day of January, 2004.

MACOMB LANDFILL, INC.

By: /s/ Jo Lynn White

Jo Lynn White, Secretary

**BYLAWS
OF
MACOMB LANDFILL, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of the Corporation shall be at such location as the Board of Directors may from time to time determine.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and outside of the state of incorporation, as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect Directors in accordance with Section 1 of Article III of these Bylaws, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days (unless a longer period is required by law) before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Articles of Incorporation, as the same may be amended from time to time, Special Meetings of Stockholders may be called only by the Chairman of the Board, if there is one, the President, the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or by the owner or owners, at the time of such call for a Special Meeting, of ten percent (10%), or more, of the issued and outstanding shares of common stock of the Corporation. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) (unless a longer period is required by law) nor more than sixty (60) days

(unless a longer period is required by law) before the date of the meeting to each stockholder entitled to vote at such meeting. Business transacted at all Special Meetings shall be confined to the objects stated in the call.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, as the same may be amended from time to time, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days (or any shorter period required by law), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, as the same may be amended from time to time, (i) any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat, and (ii) each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after eleven (11) months from its date, unless such proxy provides for and, applicable state law allows for, a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days (or any longer period required by law) before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days (or any longer period required by law) prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 7. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 6 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 8. Election Inspectors. Prior to any meeting of the stockholders, the Board of Directors may appoint one (1) or more inspectors who shall ascertain the number of shares outstanding and the voting power of each; determine the shares represented at a meeting and the validity of proxies and ballots; count all votes and ballots; determine and retain for a reasonable time period a record of the disposition of any challenges made to any determination by the inspectors; certify the determination of the number of shares represented at the meeting, and the count of all votes and ballots; and perform such other duties and actions as may be requested by the Board of Directors or required by law. No such election inspector need be a stockholder of the Corporation.

Section 9. Organization and Conduct of Meetings. Each meeting of the stockholders shall be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or if the Chairman of the Board is absent or so requests, then by the President; or if the Chairman of the Board and the President are unavailable, such other officer of the Corporation or such stockholder as may be appointed by the Board of Directors. The Corporation's Secretary shall act as secretary of each meeting of the stockholders; in the Secretary's absence, the chairman of the meeting may appoint any person (whether a stockholder or not) to act as secretary for the meeting. Absent a showing of bad faith on his part, and subject to any state law restrictions or requirements, the chairman of a meeting shall, among other things, have absolute authority to fix the period of time allowed for the registration of stockholders and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, or question and answer portions thereof).

Section 10. Action by Written Consent. Any action required or permitted to be taken by the stockholders of the Corporation may be effected either at an Annual or Special Meeting of the stockholders of the Corporation or by unanimous written consent of the stockholders (or such lesser percentage of stockholders as may be allowed by state law).

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who shall serve one-year terms, consisting of not less than one (1) nor more than nine (9) directors, the exact

number of directors to be determined from time to time by resolution adopted by the affirmative vote of a majority of the directors then in office. A director shall hold office until the next Annual Meeting and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors of the Corporation may be removed from the Board of Directors, with or without cause, subject only to limitation provided by law.

Section 2. Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws, as the same may be amended from time to time, directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either outside of or within the state of incorporation. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there is one, the President or any two (2) directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, electronic facsimile or telegram, not less than twenty-four (24) hours' before the date of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, any action required

or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Articles of Incorporation or these Bylaws, as the same may be amended from time to time or limited by applicable state law, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 of this Article III shall constitute presence in person at such meeting.

Section 8. Committees. Unless otherwise limited by applicable state law, the Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one (1) or more committees, each committee to consist of two (2) or more of the directors of the Corporation. The Board of Directors may designate directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required. The Board shall have the power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

Section 9. Compensation. Directors shall be reimbursed by the Corporation for their reasonable out-of-pocket expenses incurred in connection with their attendance at Board meetings, and shall receive such other compensation as maybe determined by the Board of Directors from time to time by majority vote.

Section 10. Interested Directors. Unless otherwise permitted in applicable state law, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or

officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee, in good faith, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall, at a minimum, include a President and a Secretary. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director), a Treasurer, an Executive Vice President and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election and Compensation. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and any bonuses or other compensation of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be prevented from receiving a salary by reason of the fact that such officer is also a director of the Corporation.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President, and any such officer may, in the name of and on behalf of the

Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chairman of the Board of Directors, or the President. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws, the Chairman of the Board of Directors or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Executive Vice President, or if there is no Executive Vice President, the Vice President or the Vice Presidents if there are more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there is no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books

to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or, from time to time, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the

Board of Directors, the Chairman of the Board of Directors, the President, any Vice President, if there are any appointed, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the President or any Vice President and (ii) by the Secretary or Treasurer of the Corporation, certifying the number of shares owned by the holder in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The President or Secretary may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen

or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action (unless a greater or lesser period is required by applicable state law). A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless otherwise limited by applicable state law, written notice may also be given personally or by electronic facsimile, telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, as the same may be amended from time to time, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall

be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, as the same may be amended from time to time, if any, may be declared by a decision of a majority of the entire Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock of the Corporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors, in its absolute discretion, may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The Board of Directors may provide for a seal of the Corporation, which shall have inscribed thereon the name of the Corporation, and the state and year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Gender. All words used in any gender in these Bylaws shall extend to and include all genders.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, (b) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 of this Article VIII shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 of this Article VIII shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to any court of competent jurisdiction in the state of incorporation for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 of this Article VIII shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the applicable state law of the state of incorporation, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 11. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX
MISCELLANEOUS

Section 1. Amendment of Bylaws. Except as otherwise provided in the Certificate of Incorporation, or as otherwise provided in applicable state law, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors, as the case may be. Except as otherwise provided in the Certificate of Incorporation, all such amendments must be approved by either the holders of a majority of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Reference to Articles. Any reference herein made to the Corporation's Certificate of Incorporation shall be deemed to refer to its articles or certificate of incorporation and all and any amendments thereto as of any given time on file with the applicable state office of agency (or any successor thereto).

Section 3. Seniority. The Certificate of Incorporation and applicable state law shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Certificate or applicable state law, as the case may be, and the Bylaws shall be deemed to be amended automatically from time to time to eliminate any such inconsistencies which may then exist.



Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)
Mail Form to one of the Following:
PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
PO Box 670
Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:
(CHECK ONLY ONE (1) BOX)

(1) [X] Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705

(2) o Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation)

(State)

Complete the general information in this section for the box checked above.

Name Lucas County Landfill, LLC

o Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the Information in this section if box (1) is checked.

Effective Date (Optional) (mm/dd/yyyy) Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

This limited liability company shall exist for
(Optional)

(Period of existence)

Purpose
(Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional)

(Name)

(Street)

(City)

NOTE: P.O. Box Addresses are NOT acceptable.

(State)

(Zip Code)

Last Revised: May 2002

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Lucas County Landfill, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

C T Corporation System

(Name of Agent)

1300 East 9th Street

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland

(City)

Ohio

(State)

44114

(Zip Code)

Must be authenticated by an authorized representative

/s/ Jo Lynn White

Authorized Representative

Jo Lynn White

Authorized Representative

December 15, 2004

Date

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

C T Corporation System

By:

(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Last Revised: May 2002

Complete the information in this section if box (2) is checked. |

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Jo Lynn White
 (Name)
15880 N Greenway-Hayden Loop, Suite 100
 (Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Scottsdale Arizona 85260
 (City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

Lucas County Landfill, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

C T Corporation System
 (Name)
1300 East 9th Street
 (Street) **NOTE: P.O. Box Addresses are NOT acceptable.**
Cleveland Ohio 44114
 (City) (State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or |
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See Instructions)

Illegible December 15, 2004
 Authorized Representative Date
Jo Lynn White
 Print Name

 Authorized Representative Date

 Print Name

Last Revised: May 2002

**OPERATING AGREEMENT OF
LUCAS COUNTY LANDFILL, LLC**

This Operating Agreement is executed as of 16th day of December, 2004, by Browning-Ferris Industries of Ohio, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Lucas County Landfill, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Ohio law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Ohio shall be CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114, County of Cuyahoga. The registered office may be changed to any other place within the State of Ohio upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Ohio are CT Corporation System, 1300 East 9th Street, Cleveland, Ohio 44114. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Ohio, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Ohio. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 1705.47 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 1705.44 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Ohio Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Ohio Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Ohio Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Ohio Limited Liability Company Act, as set forth in Ohio Revised Code Chapter 1705, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BROWNING-FERRIS INDUSTRIES OF OHIO,
INC., a Delaware corporation

By: /s/ Jo Lynn White
Its: Secretary

EXHIBIT A

Name and Address of the Member

Browning-Ferris Industries of Ohio, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00



ARTICLES OF AMENDMENT TO THE LIMITED LIABILITY COMPANY

RECEIVED STATE OF TENNESSEE 2005 OCT 13 PM 12:04 RILEY DARNELL SECRETARY OF STATE

Corporate Filings 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, TN 37243

LIMITED LIABILITY COMPANY CONTROL NUMBER (IF KNOWN) 0470755

PURSUANT TO THE PROVISIONS OF §48-209-104 OF THE TENNESSEE LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED ADOPTS FOLLOWING ARTICLES OF AMENDMENT TO ITS LIMITED LIABILITY COMPANY:

PLEASE MARK THE BLOCK THAT APPLIES:

[X] AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.

o AMENDMENT IS TO BE EFFECTIVE _____, _____ (DATE) _____ (TIME).

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

1. PLEASE INSERT THE NAME OF THE LIMITED LIABILITY COMPANY AS IT APPEARS ON RECORD: wilson County Development, LLC

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:

Madison County Development, LLC

2. PLEASE INSERT ANY CHANGES THAT APPLY:

A. PRINCIPAL ADDRESS: _____ STREET ADDRESS

CITY STATE/COUNTY ZIP CODE

B. REGISTERED AGENT: _____

C. REGISTERED ADDRESS: _____ STREET

CITY STATE ZIP CODE COUNTY

D. OTHER CHANGES:

3. PLEASE COMPLETE THE FOLLOWING SENTENCE BY FILLING IN THE DATE AND BY CHECKING ONE OF THE TWO BOXES:

THE AMENDMENT WAS DULY ADOPTED ON October 10 2005 BY THE MONTH DAY YEAR

o BOARD OF GOVERNORS WITHOUT MEMBER APPROVAL AS SUCH WAS NOT REQUIRED

[X] MEMBERS

Assistant Secretary of Allied Waste North America, Inc., Sole Member SIGNER'S CAPACITY

/s/ Jo Lynn White SIGNATURE

Jo Lynn White NAME OF SIGNER (TYPED OR PRINTED)

AWIN Management, Inc.**Directors****Donald W. Slager**
Primary Address:**Director**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)**James Edward Gray**
Primary Address:**Director**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)**Thomas Patrick Martin**
Primary Address:**Director**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)**Officers****Steven M. Helm**
Primary Address:**Vice President**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, Arizona 85260 (United States)**Dale Leon Parker**
Primary Address:**Vice President**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)**Donald W. Slager**
Primary Address:**President**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)**Connie J. Gecich**
Primary Address:**Assistant Secretary**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, Arizona 85260 (United States)**Thomas Patrick Martin**
Primary Address:**Treasurer**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)**Jo Lynn White**
Primary Address:**Secretary**
15880 N. Greenway Hayden Loop, Suite 100
Scottsdale, AZ 85260 (United States)



ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)



Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

The undersigned acting as organizer(s) of a Limited Liability Company under the provisions of the Tennessee Limited Liability Company Act, § 48—205—101, adopts the following Articles of Organization.

1. The name of the Limited Liability Company is:
Wilson County Development, LLC

(NOTE: Pursuant to the provisions of § 48—207—101, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "LLC")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

C T Corporation System
(Name)

530 Gay Street Knoxville, TN 37902
(Street Address) (city) (State/ Zip Code)

Knox
(County)

3. List the name and complete address of each organizer of this Limited Liability Company.

Jo Lynn White, 15880 N Greenway-Hayden Lp, Suite 100, Scottsdale, AZ 85260
(Name) (Include: Street Address, City, State and Zip Code)

(Name) (Street Address, City, State and Zip Code)

(Name) (Street Address, City, State and Zip Code)

4. The Limited Liability Company will be: (NOTE: PLEASE MARK APPLICABLE BOX)
o Board Managed [] Member Managed [x]

5. Number of members at the date of filing 1.

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
Date na, Time (Not to exceed 90 days.)

7. The complete address of the Limited Liability Company's principal executive office is:

15880 N Greenway-Hayden Lp, Suite 100, Scottsdale. Arizona, United States of America, 85260
(Street Address) (City) (State/Country/ Zip Code)

8. Period of Duration: Perpetual

9. Other Provisions : na

10. THIS COMPANY IS A NON-PROFIT LIMITED LIABILITY COMPANY (Check if applicable) o

May 28,2004 /s/ Jo Lynn White
Signature Date Signature (manager or member authorized to sign by the Limited Liability Company)

Authorized Representative Jo Lynn White
Signer's Capacity Name (typed or printed)

**FIRST AMENDMENT TO
OPERATING AGREEMENT OF
MADISON COUNTY DEVELOPMENT, LLC**

This First Amendment to Operating Agreement is executed as of July 5, 2006, by Allied Waste North America, Inc., a Delaware corporation (the "Member"), as the sole member of the hereinafter described Company.

SECTION 1. RECITALS

- 1.1 On May 27, 2004, the Member executed that certain Operating Agreement (the "Original Operating Agreement") as the sole member of Wilson County Development, LLC, a Tennessee limited liability company (the "Company"). On June 1, 2004, the Member filed Articles of Organization with respect to the Company with the Secretary of State of Tennessee.
- 1.2 On October 13, 2005, the Member filed Articles of Amendment to the Articles of Organization of the Company changing the name of the Company to "Madison County Development, LLC"
- 1.3 The Original Operating Agreement contains several inadvertent references to the State of Alabama.
- 1.4 Pursuant to Section 48-26-102(b) of the Tennessee Code Annotated, the Member hereby votes to amend and amends the Original Operating Agreement as set forth herein.

SECTION 2. AMENDMENTS

- 2.1 The word "Alabama" shall be deleted each place it appears in the Original Operating Agreement and the word "Tennessee" shall be substituted therefore in each such place.
- 2.2 The words "Wilson County Development, LLC" shall be deleted each place they appear in the Original Operating Agreement and the words "Madison County Development, LLC" shall be substituted therefore in each such place.

SECTION 3. GENERAL PROVISIONS

- 3.1 The Original Operating Agreement, as amended hereby, will continue in full force and effect.

IN WITNESS WHEREOF, the Member has caused this First Amendment to Operating Agreement to be executed on its behalf on the date first above written.

ALLIED WASTE NORTH AMERICA,
INC., a Delaware corporation

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

**OPERATING AGREEMENT OF
WILSON COUNTY DEVELOPMENT, LLC**

This Operating Agreement is executed as of May 27, 2004, by Allied Waste North America, Inc., a Delaware corporation (the "Member") as the sole member of the Company.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 8.7 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Certificate of Formation.

1.3 Name. The name of the Company is Wilson County Development, LLC. The name of the Company may be changed at any time by the Member.

1.4 Purpose. The purpose of the Company is primarily to engage in and conduct the business of solid waste management and disposal, and to engage in any other business or activity permitted under Alabama law and the laws of any jurisdiction in which the Company may do business.

1.5 Intent. It is the intent of the Member that the Company be treated as a separate entity for state law purposes, but be disregarded as an entity and operated in a manner consistent with its treatment as a "division" of the Member for federal and state income tax purposes. It also is the intent of the Member that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code.

1.6 Office. The registered office of the Company within the State of Alabama shall be CT Corporation System, 530 Gay Street, Suite 204, Knoxville, Knox, Tennessee. The registered office may be changed to any other place within the State of Alabama upon the consent of the Member. The Company may maintain a registered office in any state within which it does business at any location approved by the Member.

1.7 Registered Agent for Service of Process. The name and address of the registered agent for service of legal process on the Company in Alabama are CT Corporation System, 530 Gay Street, Suite 204, Knoxville, Tennessee. The Company's agent for service of legal process may be changed upon the consent of the Member.

1.8 Term. The term of the Company shall commence on the date the Certification of Formation is filed in Alabama, and shall continue in perpetuity until the Company is dissolved as set forth in this Agreement.

1.9 Certificate of Formation. The Member shall cause a Certificate of Formation to be filed in the State of Alabama. The Member shall file any amendments to the Certificate of Formation deemed necessary by it to reflect amendments to this Agreement adopted by the Member in accordance with the terms hereof. Upon the approval of the Certificate of Formation, or any amendments thereto, by the Member in accordance with this Agreement, the Member or a designee of a Member shall be authorized to execute and file such instruments with the appropriate state agencies.

SECTION 2. MEMBER; CAPITAL CONTRIBUTIONS; LOANS

2.1 Member. The name and address of the Member are set forth on Exhibit A to this Agreement.

2.2 Contributions of Member. The Member shall contribute to the Company the cash or other assets set forth in Exhibit A to this Agreement.

2.3 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Liability of Member. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Member, and except as otherwise provided by the Act or by any other applicable state law, the Member shall be liable only to make the Capital Contributions as provided in Sections 2.2 and 2.3 hereof and shall not be required to make any other Capital Contributions or loans to the Company

(b) No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, and no creditor of the Company will be entitled to require the Member to make additional Capital Contributions.

2.5 Member Loans. The Member may make loans ("Member Loans") to the Company, which shall bear interest and be repaid on such reasonable terms and conditions as may be approved by the Member.

SECTION 3. DISTRIBUTIONS

Except as otherwise provided in Section 7 hereof, Net Cash Flow, if any, shall be distributed to the Member, at such times as may be determined by the Member.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses. Unless otherwise required by the Code, all Profits, Losses and items thereof for each fiscal year of the Company shall be allocated to the Member in full, disregarding the Company as a separate entity for federal income tax purposes.

SECTION 5. MANAGEMENT

5.1 General Management Structure. All decisions and actions concerning the Company and its affairs shall be made or taken by the Member. Any party dealing with the Company shall be permitted to rely absolutely on the signature of the Member as binding on the Company, without any duty of further inquiry.

5.2 Delegation of Authority to Officers. The Member may designate one or more Persons as officers of the Company. The officers shall have the authority to act for and bind the Company to the extent of the authority granted to them in resolutions adopted by the Member on behalf of the Company. The officers of the Company may include a president, vice presidents, a secretary, a treasurer, and such other officers as the Member deems appropriate. The officers of the Company will be entitled to such compensation for their services as the Member may determine from time to time.

5.3 Indemnification. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Member, its officers and directors, and the officers of the Company (the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by them by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by them in connection with the defense of any action based on any such act or omission; provided, however, no Indemnified Party shall be indemnified from any liability for fraud, bad faith, willful misconduct or gross negligence.

SECTION 6. BOOKS AND RECORDS; TRANSFERS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents.

6.2 Transfers. No interest of the Company may be assigned, transferred, or otherwise disposed of without the consent of the Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition shall be null and void.

SECTION 7. DISSOLUTION AND TERMINATION

7.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) The sale of all or substantially all of the Company's assets and the collection of the proceeds of such sale;
- (b) The decision by the Member to dissolve the Company; or
- (c) The entry of a decree of dissolution under Section 10-12-38 of the Act.

7.2 Winding Up.

(a) General. Following the dissolution of the Company, as provided in Section 7.1 hereof, the Member may participate in the winding up of the Company as provided in Section 10-12-39 of the Act. The Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the Company's separate existence shall continue until a certificate of cancellation has been filed with the Alabama Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(b) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the Member, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient therefore, shall be applied and distributed in the following order:

- (i) To the payment and discharge of all of the Company's debts and liabilities, including those to the Member as a creditor, to the extent permitted by law, and the establishment of any necessary reserves;
- (ii) To the Member in satisfaction of any Member Loans which have not been satisfied pursuant to Section 7.2(b)(i); and
- (iii) To the Member in accordance with Section 3.

7.3 Certificate of Cancellation. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed and filed by the Member with the Alabama Secretary of State.

SECTION 8. MISCELLANEOUS

8.1 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its heirs, legatees, legal representatives, successors, transferees and assigns.

8.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8.4 Additional Documents. Each Member, upon the request of the other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

8.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

8.6 Alabama Law. The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Member.

8.7 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Tennessee Limited Liability Company Act, as set forth in Tennessee Limited Liability Company Act § 48-205-101, as amended from time to time (or any corresponding provisions of succeeding law).

“Agreement” means this Operating Agreement, as amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder,” refer to this Agreement as a whole, unless the context otherwise requires.

“Capital Contribution” means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member.

“Certificate of Formation” has the meaning given that term in Section 1.9 hereof.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“Company” means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the event of dissolution as herein provided.

“Member” means any Person identified as a Member in the heading to this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, “Member” shall also be deemed to refer to such Person. “Member” refers collectively to all Persons who are designated as a “Member” pursuant to this definition.

“Net Cash Flow” means the gross cash proceeds to the Company from all sources, less the portion thereof used to pay or establish reserves for Company expenses, debt payments (including payments on Member Loans), capital improvements, replacements and contingencies, all as determined by the Member.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a), reduced by any items of income or gain subject to special allocation pursuant to this Agreement, and otherwise adjusted by the Member to comply with the Regulations.

“Regulations” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ALLIED WASTE NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Donald W. Slager
Donald W. Slager
Vice President, Operations

EXHIBIT A

Name and Address of the Member
Allied Waste North America, Inc.
15880 N Greenway-Hayden Loop
Suite 100
Scottsdale, AZ 85260

Initial Capital
Contribution
\$ 100.00

ARTICLES OF INCORPORATION
FOR
MANUMIT OF FLORIDA, INC.

The undersigned, desiring to form a corporation in accordance with Chapter 607, Florida Statutes, the Florida General Corporation Act, adopts and files the following Articles of Incorporation.

Article One
NAME

The name of this corporation shall be:
MANUMIT OF FLORIDA, INC.

Article Two
PRINCIPAL OFFICE OF CORPORATION

The street address of the principal place of business of the corporation is not known at this time. The mailing address of the corporation shall be 22001 Hoover Road, Warren, Michigan 48089.

Article Three
PURPOSE

The corporation is formed for the purpose of transaction of any or all lawful business for which corporations may be incorporated under Chapter 607, Florida Statutes.

Article Four
DURATION

The term of existence of the corporation is perpetual.

Article Five
ISSUANCE OF SHARES

The number of shares of stock that the corporation is authorized to have outstanding at any one time is 1000 with a par value of \$1.00 each.

Article Six
REGISTERED AGENT

The location and address of the corporation's initial registered office in Florida is 108 North Magnolia Avenue, Ocala, Florida 34470. The initial registered agent at the registered office is Stephen P. Lee.

Article Seven
INCORPORATOR

The name and street address of the incorporator to these articles of incorporation is:

Dominic Campo
22001 Hoover Road
Warren, Michigan 48089

Article Eight
INITIAL DIRECTORS

The name and street address of the initial director of the corporation is:

Dominic Campo
22001 Hoover Road
Warren, Michigan 48089

Article Nine
AMENDMENT

These articles of incorporation may be amended at any time in a manner now, or subsequently permitted by statute. Any change authorized by the holders of shares entitling them to exercise the majority of the voting power of the corporation, or any greater number that may then be required by statute, shall be binding on every shareholder of the corporation as fully as if each shareholder had voted for the change.

In WITNESS WHEREOF the undersigned has signed these articles of incorporation on this 8 day of July, 1993.

/s/ DOMINIC CAMPO
DOMINIC CAMPO

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 8th day of July, 1993, by DOMINIC CAMPO, who is personally known to me or produced _____ as identification and who did not take an oath.

My commission expires:

Illegible

Notary Public - State of Florida

Illegible

Typed or Printed name of Notary

ACCEPTANCE OF REGISTERED AGENT
OF
MANUMIT OF FLORIDA, INC.

Having been named to accept service of process for MANUMIT OF FLORIDA, INC., at the place designated above in these articles of incorporation, I agree to act in this capacity and agree to comply with the provisions of Section 48.091, Florida Statutes, as well as all other statutes relating to the proper and complete performance of my duties. I am familiar with and accept the obligations of my position as registered agent

DATED this 8 day of July, 1993.

/s/ STEPHEN P. LEE

STEPHEN P. LEE