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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported) February 9, 2005

**Republic Services, Inc.**

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(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

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(State or Other Jurisdiction of Incorporation)

**1-14267**

**65-0716904**

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(Commission File Number)

(IRS Employer Identification No.)

**110 SE 6th Street, 28th Floor, Fort Lauderdale, Florida**

**33301**

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(Address of Principal Executive Offices)

(Zip Code)

**(954) 769-2400**

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(Registrant's Telephone Number, Including Area Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## ITEM 1.01. ENTRY INTO MATERIAL DEFINITIVE AGREEMENT

### Grants of Restricted Stock.

On February 9, 2005, the Company granted the following number of shares of restricted stock to the following executive officers of the Company under the 1998 Stock Incentive Plan, a copy of which was previously filed as exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2002 and is incorporated herein by reference, and the Executive Restricted Stock Agreement, a form of which is attached hereto as Exhibit 10.1 and incorporated herein by reference. The shares of restricted stock vest 25% each year over a four year period.

NAME	SHARES
James E. O'Connor	24,000
Tod C. Holmes	16,000
Michael J. Cordesman	16,000
David A. Barclay	16,000

On February 9, 2005, the Company granted the following number of shares of restricted stock to the following executive officers of the Company under the 1998 Stock Incentive Plan and the Executive Restricted Stock Agreement, a form of which is attached hereto as Exhibit 10.2 and incorporated herein by reference. As these grants were made in lieu of salary increases, the shares of restricted stock vest and become exercisable on January 1, 2006.

NAME	SHARES
James E. O'Connor	4,000
Tod C. Holmes	2,000
Michael J. Cordesman	2,000
David A. Barclay	2,000

**Grant of Stock Units.** On February 9, 2005, the Company granted the following stock units to its directors under the 1988 Stock Incentive Plan and the Non-Employee Director Stock Unit Agreement, a form of which is attached hereto as Exhibit 10.3 and incorporated herein by reference.

NAME	UNITS
John W. Croghan	4,000 units
Harris W. Hudson	4,000 units
W. Lee Nutter	4,000 units
Ramon A. Rodriguez	4,000 units
Allan C. Sorensen	4,000 units
Michael W. Wickham	4,000 units

## ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

Exhibit No.	Description
10.1	Form of Executive Restricted Stock Agreement
10.2	Form of Executive Restricted Stock Agreement
10.3	Form of Non-Employee Director Stock Unit Agreement

**SIGNATURES**

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

February 15, 2005

REPUBLIC SERVICES, INC.

By: /s/ Tod C. Holmes  
Tod C. Holmes  
Senior Vice President and Chief Financial Officer  
(Principal Financial Officer)

By: /s/ Charles F. Serianni  
Charles F. Serianni  
Vice President and Chief Accounting Officer  
(Principal Accounting Officer)

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Executive Restricted Stock Agreement
10.2	Form of Executive Restricted Stock Agreement
10.3	Form of Non-Employee Director Stock Unit Agreement

**FORM OF  
EXECUTIVE RESTRICTED STOCK AGREEMENT  
REPUBLIC SERVICES, INC.**

THIS RESTRICTED STOCK AGREEMENT, dated as of this [ ] day of [ ], between Republic Services, Inc., a Delaware corporation (“the Company”) and [ ] (the “Executive”), is made pursuant and subject to the provisions of the Company’s 1998 Stock Incentive Plan, as amended, and any future amendments thereto (the “Plan”). The Plan, as it may be amended from time to time, is incorporated herein by reference.

1. Definitions. All capitalized terms used herein but not expressly defined shall have the meaning ascribed to them in the Plan. All references to the Company herein shall also be deemed to include references to any and all entities directly or indirectly controlled by the Company and which are consolidated with the Company for financial accounting purposes.

2. Award of Restricted Stock. Subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the Company on this date awards to the Executive [ ] shares of Restricted Stock.

3. Terms and Conditions. This award of Restricted Stock is subject to the following terms and conditions:

A. Restricted Period. Except as otherwise provided in this subparagraph or in subparagraph B, this award of Restricted Stock shall vest, and become nonforfeitable with the schedule set forth below:

<u>Date</u>	<u>Percent of Award Vested</u>
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The period from the date hereof until the shares of Restricted Stock have become 100% vested shall be referred to as the “Restricted Period. Notwithstanding anything to the contrary herein, in the event the Company achieves, during one or more of the first three calendar years following the date upon which the Award of Restricted Stock is made to Executive as provided herein, (i) the Earnings Per Share Target (“EPS Target”) and (ii) the Free Cash Flow Target (“Free Cash Flow Target”), each as annually established by the Compensation Committee of the Company’s Board of Directors pursuant to the Company’s Executive Incentive Plan, then the vesting schedule set forth above shall be modified and accelerated in accordance with the terms set forth on the attached Schedule A.

B. Death; Disability; Retirement; Termination of Employment. The shares of Restricted Stock not yet vested shall become 100% vested and transferable in the event that the Executive dies or becomes permanently and totally disabled (within the meaning of Section 22(e)(3) of the Code) while employed by the Company or an Affiliate during the Restricted Period. If at the time Executive retires he or she is at least fifty-five (55) years old and has completed six (6) years of service to the Company or is at least sixty (60) years old (without regard to years of service), the shares of Restricted Stock shall become 100% vested and transferable. Except as otherwise provided in any agreement between the Company and Executive, in all events other than those previously addressed in this paragraph, if the Executive ceases to be an employee of the Company or an Affiliate, the Executive shall be vested only as to that percentage of shares of Restricted Stock which are vested at the time of the termination of his employment and the Executive shall forfeit the right to the shares of Restricted Stock which are not yet vested.

C. Restrictions. The shares of Restricted Stock awarded hereunder and any stock distributions with respect to such Restricted Stock shall be subject to the following restrictions during the Restricted Period:

- (1) the Restricted Stock shall be subject to forfeiture as provided herein;
- (2) the Restricted Stock may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, and neither the right to receive the Restricted Stock nor any interest hereunder may be assigned by the Executive, and any attempted assignment shall be void;
- (3) A certificate representing the shares of Restricted Stock awarded hereunder shall be held in escrow by the Company and shall, in the Company's sole discretion, bear an appropriate restrictive legend and be subject to appropriate "stop transfer" orders. To facilitate the escrow of the shares of Restricted Stock awarded hereunder with the Company, the Executive shall deliver herewith the Stock Power attached hereto as Exhibit I executed in blank by the Executive and dated as of the date hereof; and
- (4) Any additional stock or other securities or property that may be issued or distributed with respect to the Restricted Stock awarded hereunder as a result of any stock dividend, stock split, business combination or other event shall be subject to the restrictions and other terms and conditions set forth in this Agreement.

D. Receipt of Common Stock. At or after the end of the Restricted Period, the Executive shall receive the number of shares of restricted Common Stock awarded hereunder, free and clear of the restrictions set forth in this Agreement, except for any restrictions necessary to comply with federal and state securities laws. Certificates representing such shares shall be

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released to the Executive as promptly as practical following the Executive's becoming entitled to receive such shares.

E. Shareholder Rights. Promptly following the award, the Company shall issue a certificate representing the shares of Restricted Stock awarded hereunder. The Executive shall, subject to the restrictions set forth herein, have all rights of a shareholder with respect to such shares of Restricted Stock, including the right to vote such shares and the right to receive cash dividends and other distributions thereon.

F. Tax Withholding. The Company shall have the right to retain and withhold from any award of the Restricted Stock, the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such award. At its discretion, the Company may require the Executive receiving shares of Restricted Stock to reimburse the Company for any such taxes required to be withheld by the Company, and, withhold any distribution in whole or in part until the Company is so reimbursed. In lieu thereof, the Company shall have the unrestricted right to withhold, from any other cash amounts due (or to become due) from the Company to the Executive, an amount equal to such taxes required to be withheld by the Company to reimburse the Company for any such taxes (or retain and withhold a number of shares of vested Restricted Stock, having a market value not less than the amount of such taxes, and cancel in whole or in part any such shares so withheld, in order to reimburse the Company for any such taxes).

4. No Right to Continued Employment. This Agreement does not confer upon the Executive any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his or her employment at any time.

5. Change of Control or Capital Structure. Subject to any required action by the shareholders of the Company, the number of shares of Restricted Stock covered by this award shall be proportionately adjusted and the terms of the restrictions on such shares shall be adjusted as the Committee shall determine to be equitably required for any increase or decrease in the number of issued and outstanding shares of Common Stock of the Company resulting from any stock dividend (but only on the Common Stock), stock split, subdivision, combination, reclassification, recapitalization or general issuance to the holders of Common Stock of rights to purchase Common Stock at substantially below fair Market value or any change in the number of such shares outstanding effected without receipt of cash or property or labor or services by the Company or for any spin-off, spin-out, split-up, split-off or other distribution of assets to shareholders.

In the event of a Change of Control, the provisions of Section 13.03 of the Plan shall apply to this award of Restricted Stock. In the event of a change in the Common Stock of the Company as presently constituted, which is limited to a change in all of its authorized shares without par value into the same number of shares with par value, the shares resulting from any such change shall be deemed to be the Common Stock within the meaning of the Plan.

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The award of Restricted Stock pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

6. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or relative to this Agreement or the relationship of Executive and the Company, shall be instituted only in the state or federal courts located in Broward County in the State of Florida, and each party waives any objection which such party may now or hereafter have to such venue or jurisdictional court in any action, suit, or proceeding. Any and all services of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by mail (registered or certified where possible, return receipt requested), postage prepaid, mailed to such party at the address set forth herein.

7. Conflicts. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern.

8. Executive Bound by Plan. The Executive hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms, conditions and provisions thereof.

9. Binding Effect. Subject to the limitations stated herein and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees and personal representatives of the Executive and the successors of the Company.

10. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and the Executive has affixed his or her signature hereto.

**REPUBLIC SERVICES, INC.**

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**EXECUTIVE**

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**FORM OF  
EXECUTIVE RESTRICTED STOCK AGREEMENT  
REPUBLIC SERVICES, INC.**

THIS RESTRICTED STOCK AGREEMENT, dated as of this [ ] day of [ ], between Republic Services, Inc., a Delaware corporation (“the Company”) and [ ] (the “Executive”), is made pursuant and subject to the provisions of the Company’s 1998 Stock Incentive Plan, as amended, and any future amendments thereto (the “Plan”). The Plan, as it may be amended from time to time, is incorporated herein by reference.

1. Definitions. All capitalized terms used herein but not expressly defined shall have the meaning ascribed to them in the Plan. All references to the Company herein shall also be deemed to include references to any and all entities directly or indirectly controlled by the Company and which are consolidated with the Company for financial accounting purposes.

2. Award of Restricted Stock. Subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the Company on this date awards to the Executive [ ] shares of Restricted Stock.

3. Terms and Conditions. This award of Restricted Stock is subject to the following terms and conditions:

A. Restricted Period. Except as provided in subparagraph B, this award of Restricted Stock shall vest, and become nonforfeitable with the schedule set forth below:

<u>Date</u>	<u>Percent of Award Vested</u>
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The period from the date hereof until the shares of Restricted Stock have become 100% vested shall be referred to as the “Restricted Period.

B. Death; Disability; Retirement; Termination of Employment. The shares of Restricted Stock not yet vested shall become 100% vested and transferable in the event that the Executive dies or becomes permanently and totally disabled (within the meaning of Section 22(e)(3) of the Code) while employed by the Company or an Affiliate during the Restricted Period. If at the time Executive retires he or she is at least fifty-five (55) years old and has completed six (6) years of service to the Company or is at least sixty (60) years old (without regard to years of service), the shares of Restricted Stock shall become 100% vested and transferable. Except as otherwise provided in any agreement between the Company and

Executive, in all events other than those previously addressed in this paragraph, if the Executive ceases to be an employee of the Company or an Affiliate, the Executive shall be vested only as to that percentage of shares of Restricted Stock which are vested at the time of the termination of his employment and the Executive shall forfeit the right to the shares of Restricted Stock which are not yet vested.

C. Restrictions. The shares of Restricted Stock awarded hereunder and any stock distributions with respect to such Restricted Stock shall be subject to the following restrictions during the Restricted Period:

- (1) the Restricted Stock shall be subject to forfeiture as provided herein;
- (2) the Restricted Stock may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, and neither the right to receive the Restricted Stock nor any interest hereunder may be assigned by the Executive, and any attempted assignment shall be void;
- (3) A certificate representing the shares of Restricted Stock awarded hereunder shall be held in escrow by the Company and shall, in the Company's sole discretion, bear an appropriate restrictive legend and be subject to appropriate "stop transfer" orders. To facilitate the escrow of the shares of Restricted Stock awarded hereunder with the Company, the Executive shall deliver herewith the Stock Power attached hereto as Exhibit I executed in blank by the Executive and dated as of the date hereof; and
- (4) Any additional stock or other securities or property that may be issued or distributed with respect to the Restricted Stock awarded hereunder as a result of any stock dividend, stock split, business combination or other event shall be subject to the restrictions and other terms and conditions set forth in this Agreement.

D. Receipt of Common Stock. At or after the end of the Restricted Period, the Executive shall receive the number of shares of restricted Common Stock awarded hereunder, free and clear of the restrictions set forth in this Agreement, except for any restrictions necessary to comply with federal and state securities laws. Certificates representing such shares shall be released to the Executive as promptly as practical following the Executive's becoming entitled to receive such shares.

E. Shareholder Rights. Promptly following the award, the Company shall issue a certificate representing the shares of Restricted Stock awarded hereunder. The Executive shall, subject to the restrictions set forth herein, have all rights of a shareholder with respect to such shares of Restricted Stock, including the right to vote such shares and the right to receive cash dividends and other distributions thereon.

F. Tax Withholding. The Company shall have the right to retain and withhold from any award of the Restricted Stock, the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such award. At its discretion, the Company may require the Executive receiving shares of Restricted Stock to reimburse the Company for any such taxes required to be withheld by the Company, and, withhold any distribution in whole or in part until the Company is so reimbursed. In lieu thereof, the Company shall have the unrestricted right to withhold, from any other cash amounts due (or to become due) from the Company to the Executive, an amount equal to such taxes required to be withheld by the Company to reimburse the Company for any such taxes (or retain and withhold a number of shares of vested Restricted Stock, having a market value not less than the amount of such taxes, and cancel in whole or in part any such shares so withheld, in order to reimburse the Company for any such taxes).

4. No Right to Continued Employment. This Agreement does not confer upon the Executive any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his or her employment at any time.

5. Change of Control or Capital Structure. Subject to any required action by the shareholders of the Company, the number of shares of Restricted Stock covered by this award shall be proportionately adjusted and the terms of the restrictions on such shares shall be adjusted as the Committee shall determine to be equitably required for any increase or decrease in the number of issued and outstanding shares of Common Stock of the Company resulting from any stock dividend (but only on the Common Stock), stock split, subdivision, combination, reclassification, recapitalization or general issuance to the holders of Common Stock of rights to purchase Common Stock at substantially below fair Market value or any change in the number of such shares outstanding effected without receipt of cash or property or labor or services by the Company or for any spin-off, spin-out, split-up, split-off or other distribution of assets to shareholders.

In the event of a Change of Control, the provisions of Section 13.03 of the Plan shall apply to this award of Restricted Stock. In the event of a change in the Common Stock of the Company as presently constituted, which is limited to a change in all of its authorized shares without par value into the same number of shares with par value, the shares resulting from any such change shall be deemed to be the Common Stock within the meaning of the Plan.

The award of Restricted Stock pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

6. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or relative to this Agreement or the relationship of Executive and the Company, shall be instituted only in the state or federal courts located in Broward County in the State of Florida, and each party waives any

objection which such party may now or hereafter have to such venue or jurisdictional court in any action, suit, or proceeding. Any and all services of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by mail (registered or certified where possible, return receipt requested), postage prepaid, mailed to such party at the address set forth herein.

7. Conflicts. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern.

8. Executive Bound by Plan. The Executive hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms, conditions and provisions thereof.

9. Binding Effect. Subject to the limitations stated herein and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees and personal representatives of the Executive and the successors of the Company.

10. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and the Executive has affixed his or her signature hereto.

**REPUBLIC SERVICES, INC.**

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**EXECUTIVE**

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**FORM OF**  
**REPUBLIC SERVICES, INC.**

**NON-EMPLOYEE DIRECTOR STOCK UNIT AGREEMENT**

THIS STOCK UNIT AGREEMENT, dated as of this [ ] day of [ ], between Republic Services, Inc., a Delaware corporation (“the Company”) and [ ] (the “Director”), is made pursuant and subject to the provisions of the Company’s 1998 Stock Incentive Plan, as amended and restated effective January 29, 2004, and any future amendments thereto (the “Plan”). The Plan, as it may be amended from time to time, is incorporated herein by reference.

1. Definitions. All capitalized terms used herein but not expressly defined shall have the meaning ascribed to them in the Plan. All references to the Company herein shall also be deemed to include references to any and all entities directly or indirectly controlled by the Company and which are consolidated with the Company for financial accounting purposes.

2. Award of Stock Units. Subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the Company on this date awards to the Director [ ] Stock Units (referred to as “Stock Units” herein and referred to as Phantom Stock in the Plan).

3. Terms and Conditions. This award of Common Stock is subject to the following terms and conditions:

A. Payment for Stock Units. Except as otherwise provided in subparagraph B hereof, at the time the Director’s service on the Board terminates, the Director shall receive one share of Common Stock for each Stock Unit awarded hereunder, free and clear of the restrictions set forth in this Agreement, except for any restrictions necessary to comply with federal and state securities laws. Certificates representing such shares shall be delivered to the Director as promptly as practical following the Director’s becoming entitled to receive such shares.

B. Hypothetical Nature of Stock Units. The Stock Units awarded herein do not represent an equity security of the Company and do not carry any voting or dividend rights, except the right to receive additional Stock Units in lieu of dividends as set forth herein.

C. Dividends. Director shall receive additional Stock Units or fractional Stock Units each time a dividend or other distribution is paid on the Company’s Common Stock. The number of Stock Units awarded for a cash dividend or non-cash dividend other than a stock dividend shall be determined by (a) multiplying the number of Stock Units held by the Director pursuant to this Agreement as of the dividend payment date by the amount of the dividend per

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share of Common Stock and (b) dividing the product so determined by the Fair Market Value of the Common Stock on the dividend payment date. The number of Stock Units awarded for a stock dividend shall be determined by multiplying the number of Stock Units held by the Director pursuant to this Agreement as of the dividend payment date by the number of additional shares of Common Stock actually paid as a dividend per share of Common Stock. Any additional Stock Units awarded pursuant to this Section 3.C. shall be awarded effective the day following the date the dividend was paid.

D. Unforeseeable Financial Emergency. If the Director experiences an Unforeseeable Financial Emergency, the Director may petition the Committee to receive the payment of shares of Common Stock for all or part of his Stock Units prior to termination of his service on the Board. The Director shall only receive shares of Common Stock as necessary to satisfy the Unforeseeable Financial Emergency to the extent deemed necessary by the Committee (excluding the Director, if the Director is a member of the Committee). "Unforeseeable Financial Emergency" shall mean an unanticipated emergency that is caused by an event beyond the control of the Director that would result in severe financial hardship to the Director resulting from (i) a sudden and unexpected illness or accident of the Director or a dependent of the Director, (ii) a loss of the Director's property due to casualty, or (iii) such other extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Director, all as determined in the sole discretion of the Committee.

E. Tax. The Company shall make any required tax filings with the Internal Revenue Service and the appropriate State taxing authorities, if any, in connection with the award of Common Stock hereunder. The Director is responsible for the payment of any taxes resulting from the award of Stock Units or receipt of Common Stock hereunder.

4. No Right to Renomination. Nothing in this Agreement shall confer upon the Director any right to be renominated by the Board as a director of the Company.

5. Change of Control or Capital Structure. Subject to any required action by the shareholders of the Company, the number of Stock Units covered by this award shall be proportionately adjusted as the Committee shall determine to be equitably required for any increase or decrease in the number of issued and outstanding shares of Common Stock of the Company resulting from any stock dividend (but only on the Common Stock), stock split, subdivision, combination, reclassification, recapitalization or general issuance to the holders of Common Stock of rights to purchase Common Stock at substantially below fair market value or any change in the number of such shares outstanding effected without receipt of cash or property or labor or services by the Company or for any spin-off, spin-out, split-up, split-off or other distribution of assets to shareholders.

In the event of a Change of Control, the provisions of Section 13.03 of the Plan shall apply to this Stock Unit Award. Upon a Change of Control, the Stock Units awarded herein shall be cancelled and the Director shall receive a cash payment for each Stock Unit equal to the greater of (1) the closing price of the Company's Common Stock on or nearest the date on which the Change of Control is deemed to occur, or (2) the highest per share price for shares of the Company's Common Stock actually paid in connection with the Change of Control.

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The award of Stock Units pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

6. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or relative to this Agreement or the relationship of Optionee and the Company, shall be instituted only in the state or federal courts located in Broward County in the State of Florida, and each party waives any objection which such party may now or hereafter have to such venue or jurisdictional court in any action, suit, or proceeding. Any and all services of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by mail (registered or certified where possible, return receipt requested), postage prepaid, mailed to such party at the address set forth herein.

7. Conflicts. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern.

8. Director Bound by Plan. The Director hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms, conditions and provisions thereof.

9. Binding Effect. Subject to the limitations stated herein and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees and personal representatives of the Director and the successors of the Company.

10. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and the Director has affixed his or her signature hereto.

**REPUBLIC SERVICES, INC.**

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**DIRECTOR**

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